CITY COUNCIL AGENDA ITEM COVER MEMO

	Agenda item Numt	Der:
Meeting Type: Regular		Meeting Date: Aug 11, 2016
Action Requested By: <u>Eng</u>	ineering	Agenda Type: Resolution
Subject Matter:		
Agreement between the C	ity of Huntsville and Mi	ller & Miller, Inc.
	2	
Exact Wording for the Age	nda:	
		agreement between the City of Huntsville and the low awall Stabilization, Base Bid and Option No. 3,
a a		
Note: If amendment, Ple	ase state title and nu	mber of the original
Item to be considered for:	Action	Unanimous Consent Required: No
Briefly state why the action accomplish and; any other		commended; what council action will provide, allow and be helpful.
This agreement between t seawalls and concrete side and approximately 7000 so Bid and Option 3 in the fo	he City of Huntsville and walk at Big Spring Park. quare yards of sidewalk i llowing amounts: Award	low bidder, Miller and Miller for the stabilization of The project will include approximately 2300 feet seawall restoration. This contract will include award of the Base I Base Bid \$1,100,168.00 including Option No. 3: 83.00. Account No. 3020-71-00000-521000-PR8462XX-
Associated Cost: \$1,116,783	6.00 B	Budgeted Item: Yes
MAYOR RECOMMENDS OR	CONCURS:	
Department Head:	Jathyny	Date: 3/3/16

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Engineering Council Meeting Date: 8/11/2016

Department Contact: Lameka Carter Phone # 256-427-5316

Contract or Agreement: Construction Contract

Document Name: Miller & Miller-Big Spring Park Seawall Stabilization Project No. 65-15-DR05

City Obligation Amount: \$1,116,783.00

Total Project Budget: \$1,116,783.00

Uncommitted Account Balance: 0

Account Number: 3020-71-00000-521000-PR8462XX-

Procurement Agreements

1.7064.611	ent Agreements
Title 39	<u>Competitive</u>

Grant-Funded Agreements

Not Applicable	Grant Name:

Department	, Signature	Date
1) Originating	tath Mas	8/3/16
2) Legal	Mary Cates	83116
3) Finance	M della	8-6-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder, Miller & Miller, Inc., in the amount of ONE MILLION ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$1,116,783.00) for Big Spring Park Seawall Stabilization, Base Bid and Option No. 3, Project No. 65-15-DR05, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Miller & Miller, Inc. for Big Spring Park Seawall Stabilization, Base Bid and Option No. 3, Project No. 65-15-DR05" consisting of a total of one (1) page plus one hundred six (106) additional pages consisting of Attachments A1-I, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of August 11, 2016, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED	this t	he	11th	_ day o	of	August		_'	2016.
						f the Ci Huntsvi	_		
APPROVE) this	the	11th	_day c	f	August	· · · · · · · · · · · · · · · · · · ·	_•	2016.
				Mayor Alaban		City o	f Hun	tsv	ille,

CONTRACT BETWEEN CITY OF HUNTSVILLE

AND MILLER & MILLER, INC. FOR

BIG SPRING PARK SEAWALL STABILIZATION, BASE BID AND OPTION NO. 3 PROJECT NO. 65-15-DR05

STATE OF ALABAMA MADISON COUNTY

THIS CONTRACT, made and entered into this 11th day of August, 2016, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and MILLER & MILLER, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Big Spring Park Seawall Stabilization, Base Bid and Option No. 3, Project #65-15-DR05, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications and general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Attachment "A1".

	BY:
Miller & Miller, Inc.	Tommy Battle, Mayor
ATTEST: DUM LING	Kenneth Benion City Clerk Treasurer
	Will Culver City Council President
	DATE: <u>August 11, 2016</u>

BIG SPRING PARK SEAWALL STABILIZATION 65-15-DR05

CITY OF HUNTSVILLE, ALABAMA

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	ATTACHMENT "A1"				7/28/2016
	Big Spring Park Seawall Stabilization Plan Project No. 65-15-DR05				
	UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
-	CLEARING AND GRUBBING, INCLUDE, ES ALL DEMOLITION/REMOVAL ITEMS	1	ST	\$29,487.00	\$2 9,487. 00
8	MOBILIZATION	~	ST	\$ (65,800.00	\$165,890.00
m	6 FT PORTABLE CHAIN LINK FENCING WITH MESH PRIVACY SCREEN, TO INCLUDE MAINTAINED AND RELOCATION AS REQUIRED FOR PHASING, COMPIETE IN PLACE	3500	H H	2, 75.	7, 625, 22 \$42,000.00
4	ALDOT #2 STONE (CONSTRUCTION ENTRANCES)	200	NOL	\$35.00 22	\$7,000.00
ф.	6" DENSE GRADED BASE (ALDOT 825B)(COMPACTED AND COMPLETE IN PLACE	100	**************************************	\$40.00	\$4,000.00
9	ASPHALT MILLING (0.2")	200	** XX XS	\$12:00 m	\$6,000.00
+	2" ASPHALT BINDER, ALDOT 424 MIX, 1/2" MAX, AĞĞ.	200	TON	\$95.00	\$19,000.00
60	1.5" ASPHALT WEARING SURFACE, ALDOT 424 MIX 1.2" MAX. AGG.	200	FON	\$110.00 00	\$22,000.00 46
6	TYPE 'N' CURB, COMPLETE IN PLACE.	120	11	\$28.00 00	\$3,360.00

Big Spring Park Seawall Stabilization Plan Project No. 65-15-DR06 UNIT BID SHEET SLOPED PAVED CONCRETE, FOR USE IN SIDEWALKS, PATIOS AND PADS, TO INCLUDE BEDDING AND FAISON PADS, TO INCLUDING VEHICLE & 14 CONCRETE UTILITY TRENCH, INCLUDING VEHICLE & 14 I.F. \$425.00 12" REINFORCED CONCRETE PIPE, CLASS 3, 12 I.F. \$438.00 12" REINFORCED CONCRETE PIPE, CLASS 3, 14 I.F. \$435.00 SP \$445.00 SP \$4		ATTACHMENT "A1"				7/28/2016
SLOPED PAVED CONCRETE, FOR USE IN SILOPED PAVED CONCRETE, FOR USE IN SILOPED PAVED CONCRETE, FOR USE IN SILOPED PAVED CONCRETE, FOR USE IN PLACE CONCRETE UTILITY TRENCH, INCLUDING VEHICLE & 14 LF \$428.00 12" REINFORCED CONCRETE PIPE, CLASS 3, 15" LF \$65.00 COMPLETE IN-PLACE 18" REINFORCED CONCRETE PIPE, CLASS 3, 16 LF \$65.00 COMPLETE IN-PLACE 18" REINFORCED CONCRETE PIPE, CLASS 3, 16 LF \$65.00 COMPLETE IN-PLACE 19" REINFORCED CONCRETE PIPE, CLASS 3, 16 LF \$65.00 COMPLETE IN-PLACE 100MPLETE IN-PLACE 100MPLETE IN-PLACE 100MPLETE IN-PLACE 100MPLETE IN-PLACE 10 LF \$65.00 10 COMPLETE IN-PLACE 10 COMPLETE IN-PLACE 10 COMPLETE IN-PLACE 10 LF \$65.00 10 COMPLETE IN-PLACE 10 COMPLETE IN-PLACE 10 LF \$65.00 10 COMPLETE IN-PLACE 10 COMPLETE IN-PLAC		Big Spring Park Seawall Stabilization Plan Project No. 65-15-DR05				
SLOPED PAVED CONCRETE FOR USE IN SIDEWALKS, PATIOS AND PADS, TO INCLUDE BEDDING AND FINISHING, COMPLETE IN PLACE CONCRETE UTILITY TRENCH, INCLUDING VEHICLE & 14 LF \$425.00 12" REINFORCED CONCRETE PIPE, CLASS 3, 16 LF \$65.00 18" REINFORCED CONCRETE PIPE, CLASS 3, 16 LF \$65.00 19" REINFORCED CONCRETE PIPE, CLASS 3, 16 LF \$65.00 19" REINFORCED CONCRETE PIPE, CLASS 3, 33—" LF \$65.00 19" REINFORCED CONCRETE PIPE, CLASS 3, 33—" LF \$65.00 10" REINFORCED CONCRETE PIPE, CLASS 3, 33—" LF \$65.00 10" REINFORCED CONCRETE PIPE, CLASS 3, 33—" LF \$65.00 10" REINFORCED CONCRETE PIPE, CLASS 3, 33—" LF \$65.00 10" REINFORCED CONCRETE PIPE, CLASS 3, 33—" LF \$65.00 10" STAUCTURES, SEE DETAIL ON SHEET 20 10" STAUCTURES, SEE DETAIL ON SHEET 20 10" SEPARATION GEOTEXTILE FABRIC 3000 SY \$52.00—" FON " \$52.00—" FON " \$52.00—" FON " \$52.00—" FON " FON " \$52.00—" FON "		UNIT BID SHEET				
CONCRETE UTILITY TRENCH, INCLUDING VEHICLE & 14 LF \$425.00 12" REINFORCED CONCRETE PIPE, CLASS 3, 16 LF \$65.00 18" REINFORCED CONCRETE PIPE, CLASS 3, 16 LF \$65.00 18" REINFORCED CONCRETE PIPE, CLASS 3, 38" LF \$65.00 30" REINFORCED CONCRETE PIPE, CLASS 3, 38" LF \$65.00 30" REINFORCED CONCRETE PIPE, CLASS 3, 38" LF \$65.00 WALL INSTALLATION, COMPLETE IN-PLACE, 16 LF \$135.00 WALL INSTALLATION, COMPLETE IN-PLACE, 16 LF \$135.00 WALL INSTALLATION COMPLETE IN-PLACE, 16 LF \$135.00 WALL INSTALLATION COMPLETE IN-PLACE, 16 LF \$135.00 ROUNDED RIVER ROCK (6" MIN DIA.) PLACED DOWN \$125.00 ROUNDED RIVER ROCK (6" MIN DIA.) PLACED DOWN \$125.00 ROUNDED RIVER ROCK (6" MIN DIA.) PLACED DOWN \$125.00 ROUNDED RIVER ROCK (6" MIN DIA.) PLACED DOWN \$125.00 ROUNDED RIVER ROCK (6" MIN DIA.) PLACED DOWN \$100 ROUNDED RIVER ROC	10	SLOPED PAVED CONCRETE, FOR USE IN SIDEWALKS, PATIOS AND PADS, TO INCLUDE BEDDING AND FINISHING, COMPLETE IN PLACE	7085	λS	4/2 mg \$50.75	210, 486, 42, 486, 48, 48, 48, 48, 48, 48, 48, 48, 48, 48
12" REINFORCED CONCRETE PIPE, CLASS 3, 12 LF \$38.00 18" REINFORCED CONCRETE PIPE, CLASS 3, 16 LF \$65.00 39" REINFORCED CONCRETE PIPE, CLASS 3, 39" LF \$65.00 30" REINFORCED CONCRETE PIPE, CLASS 3, 39" LF \$65.00 COMPLETE IN-PLACE S435.00 ST \$125.00 COMPLETE IN-PLACE COMPLE	7	CONCRETE UTILITY TRENCH, INCLUDING VEHICLE & PEDESTRIAN SAFE GRATE, COMPLETE IN-PLACE	14	F	\$425.00	\$5,950.00
18" REINFORCED CONCRETE PIPE, CLASS 3, 16 LF \$65.00 18" REINFORCED CONCRETE PIPE, CLASS 3, 33—" LF \$65.00 30" REINFORCED CONCRETE PIPE, CLASS 3, 33—" LF \$65.00 COMPLETE IN-PLACE COMPLETE IN-PLACE COMPLETE IN-PLACE INCLUDES ALL TIES TO EXISTING WALLS OR STRUCTURES, SEE DETAIL ON SHEET 20 ROUNDED RIVER ROCK (6" MIN DIA.) PLACED DOWN THE SLOPE FROM THE BASE OF ROCK WALL. SEPARATION GEOTEXTILE FABRIC 3000 SY \$3.50 C COMPLETE INCLUDES ALL TON CRETE INCLUDES ALL TON CRETE INCLUDES ALL TIES TO EXCREMENT THE BASE OF ROCK WALL. LOOSE RIP-RAP, CLASS 1 MS 2000 SY \$3.50 C CONCRETE INCLUDES ALL TON CRETE INCLUDES ALL TON CRETE INCLUDES ALL TON CRETE INCLUDES ALL TIES TO EXCREMENT THE BASE OF ROCK WALL. LOOSE RIP-RAP, CLASS 1 MS 2000 SY \$3.50 C CONCRETE INCLUDES ALL TON CRETE INCLUDES ALL TON CRETE INCLUDES ALL TON CRETE INCLUDES ALL TIES TO CONCRETE INCLUDES ALL TIES TO	12	12" REINFORCED CONCRETE PIPE, CLASS 3,	12	5	\$38.00	\$456.00
30" REINFORCED CONCRETE PIPE, CLASS 3, 33 "LE" \$435.00 "COMPLETE IN PLACE	13	18" REINFORCED CONCRETE PIPE, CLASS 3, COMPLETE IN-PLACE	16	4	\$65.00	\$1,040.00
WALL INSTALLATION, COMPLETE IN-PLACE, INCLUDES ALL TIES TO EXISTING WALLS OR STRUCTURES, SEE DETAIL ON SHEET 20 ROUNDED RIVER ROCK (6" MIN DIA.) PLACED DOWN THE BASE OF ROCK WALL. SEPARATION GEOTEXTILE FABRIC LOOSE RIP-RAP, CLASS 1 MS MINOR STRIKETIEF CONCRETE MS AMMOR STRIKETIEF CONCRETE MS WALL INSTALLATION, COMPLETE IN-PLACE, STATES, 100 % S125,00 ms 2315 LF \$125,00 \$2315 LF \$125,00 \$3000 SY \$52.00 *** *** *** *** *** *** ***	14	30" REINFORCED CONCRETE PIPE, CLASS 3, COMPLETE IN PLACE	33	22 4	\$435.00 226	\$4,456.00
ROUNDED RIVER ROCK (6" MIN DIA.) PLACED DOWN 1500 10N \$125.00 \$125.00 \$100 \$100 \$100 \$100 \$100 \$100 \$100 \$	15		2315	LF	04	\$312,625.00
SEPARATION GEOTEXTILE FABRIC LOOSE RIP-RAP, CLASS 1 MS ANNOR STRICTURE CONCRETE MS TOM SOCIAL SOC	16	ROUNDED RIVER ROCK (6" MIN DIA.) PLACED DOWN THE SLOPE FROM THE BASE OF ROCK WALL.	1500		\$125.00	\$187,500.00
LOOSE RIP-RAP, CLASS 1 MS \$52.00 ms TON ms \$52.00 ms \$52	17	SEPARATION GEOTEXTILE FABRIC	3000	SY	\$3.50	\$10,500.00
MINOR STRICTURE CONCRETE MS +0 ms comments	78	CLASS 1		NOT	\$52.00 me	\$10,400.00
	19	MINOR STRUCTURE CONCRETE M	P	2	\$950.00 my	\$2.500.00

	ATTACHMENT "A1"		A commence of the state of the		7/28/2016
	Big Spring Park Seawall Stabilization Plan Project No. 65-15-DR05				
	UNIT BID SHEET				
20	APPROXIMATELY 82 LF OF DOUBLE 6'X4' BOX CULVERT INCLUDES TOE WALLS, CONNECTION TO EXISTING CULVERT, ENCASING OF EXISTING CONDUITS, ALL COST FOR DEWATERING/BYPASS PUMPING/ETC. INCLUDES ANY PIPE CONNECTIONS. TOP SLAB SHALL MATCH CHARACTER OF ADJACENT SIDEWALK/LANDING AREAS. COMPLETE IN-PLACE	-	ST	\$151,500.00	\$151,500.00
24	STEPPING STONE BRIDGES AT MONROE STREET CANNAL., COMPLETE IN-PLACE	2	EA	\$52,000.00	\$104,000.00
22	CONCRETE STAIRS, NORTH SIDE OF ART MUSEUM, COMPLETE IN-PLACE, INCLUDES HANDRAILS, CONTRACTOR REQUIRED TO SUBMIT SHOP DRAWINGS FOR STAIRS AND HAND RAILS FOR APPROVAL PRIOR TO PLACEMENT	_	ST	14, 000, 00	14,000, m6
23	STEPS TO LAKE LOCATED AT THE "RED BRIDGE" CAST IN-PLACE, COMPLETE IN-PLACE	-	S	\$64,925.08	\$64,925.00
24	WEIR BOX, COMPLETE IN-PLACE	_	FS	\$54,667.00	\$51,057.00
25	FLOATING BASIN BOOM, COMPLETE IN-PLACE, INCLUDES ALL MAINTENANCE AND REMOVAL/DISPOSAL	3000	4	7, 60 000	28, 500, 80 mg \$36,000.00
26	SILT FENCE, WIRE REINFORCED, INCLUDES MY REMOVAL AND DISPOSAL	0092	ما الله سام	\$3.50 ~~ \	\$8,750.00 20

	ATTACHMENT "A1"				7/28/2016
	Big Spring Park Seawall Stabilization Plan Project No. 65-15-DR05				
	UNIT BID SHEET				
27	WATTLES, COMPLETE IN-PLACE, INCLUDES REMOVAL AND DISPOSAL	200 ~	TE M	\$6.00 m	\$1,200.00 ~
28	CONSTRUCTION SIGNS, COMPLETE IN-PLACE, wx	\$100 pus	8 mg	\$16.00	\$6,400.00
29	GHANNELIZATION DRUMS ~~	200 m	EA my	\$66.00 ~1	\$13,000.00
96	THERMOPLASTIC CROSSWALK MARKINGS, BRICK, PATTERN, COMPLETE IN PLACE	15,000	꺆	\$0.00	\$0.00
31	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE ">	2200 ma	- LEWE	\$1.75 ~0	\$3,850.00
32	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	420~	4	\$10.00	\$4,200,00
33	FRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A MC	76 mg	₹ 1 8	\$10.00	\$750.00 000
34	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	1250°°°	E F	\$2.00 112	\$2,500.00 ~5
£6	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	1250	T- 1	\$2.00 ~	\$2,500.00

	ATTACHMENT "A1"				7/28/2016
	Big Spring Park Seawall Stabilization Plan Project No. 65-15-DR05				
	UNIT BID SHEET				
	Option No. 2 (ICE RINK - COLOR CONCRETE)				
5-1	COLORED CONCRETEICE FOR RINK PAD, GREY BANDS WITH BLUE INTERIOR (MOCK-UP SAMPLE SUBMITTED AND APPROVED BY COH PRIOR TO INSTALLATION) (APPROXIMITLY 300 SY, COMPLETE IN-PLACE)	-	ST	\$37,688.00	\$37,688.00
	TOTAL Option No. 2				\$37,688.00
	Option No. 3 (FREEDOM MONUMENT)				
3-1	DEMOLITION CONCRETE AROUND FREEDOM MONUMENT	-	rs	\$2,500.00	\$2,500.00
3-2	CONCRETE SLOPE PAVING AROUND FREEDOM MONUMENT AND RELOCATED FLAG POLE AREA, COMPLETE-IN-PLACE	87	SY	\$55.00	\$4,785.00
3-3	CONCRETE STEPPING STONES, COMPLETE-IN-PLACE	37	SY	\$90.00	\$3,330.00
7.	DAIGE DENOUGE THE DENOUGE OF THE INTERPRETATION OF THE PERIOD OF THE PER	4	<u>.</u>		
4	NAISED CONCRETE BENCHES, COMPLETE-IN-PLACE	<u>o</u>	5	\$125.00	\$2,000.00
3-5	RELOCATION OF EXISTING FLAGPOLE, INCLUDES NEW FOUNDATION, COMPLETE-IN-PLACE	-	l ST	\$4,000.00	\$4,000.00

					7/28/2016
	Big Spring Park Seawall Stabilization Plan Project No. 65-15-DR05				
	UNIT BID SHEET				
	TOTAL Option No. 3				\$16,615.00
	Option No. 4 (Crosswalk Thermoplastic)				
4-1	THERMOPLASTIC CROSSWALK MARKINGS, BRICK PATTERN, COMPLETE IN-PLACE	15,000	SF	NO BID	#VALUE!
	TOTAL Option No. 4				#VALUE!
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED				
İ	COMPANY William Fue. SIGNATURE 7/28/16				

ATTACHMENT A-A

BID NEGOTIATION CLARIFICATIONS

In accordance with Code of Alabama (1975) §39-2-6, only one (1) bidder submitted a bid on the Big Spring Park Seawall Stabilization project, Project No. 65-15-DR05, and the City of Huntsville value engineered with Miller & Miller, Inc. the only bidder. The value engineering was negotiated; see Big Spring Park Seawall Stabilization (Attachment A-A) for additional information regarding scope of project.

ATTACHMENT "A-A"

Big Spring Lake Improvements Project # 65-15-DR05

Value Engineering Proposal

VE39

Price reduction by M&M

item	Description	Reduction Amt
VE 1	Clearing and Grubbing Reduction Retain Weir box and modify top, Retain 30" RCP's. Install control structe to adjust lake level	4,000.00
VE2	Mobilization, Reduction of Equip, No Street Sweeping, Erosion Control, reduction of Overhead with reducted scope, no traffic control, or Construction entrances	42,300.00
VE3	Portable Chain Link fence, City to provide material, Price to include privacy screen and relocation as required.	32,375.00
VE4-9	City to install items 4-9 as required.	61,360.00
VE10	Install 4" thick sidewalk with fiber, with 2" inches of bedding stone, and fiber reinforced concrete in lieu of WWM. All Plaza areas to remain 6" in thickness	69,078.75
VE11-13	No changes	-
VE14	Retain 30" RCP and modify boxes under Item 24	4,455.00
VE15	Remove 6" drain, tees and required cores and City forces to install all backfill	46,300.00
VE 16-19	City to install items 16 as required	187,500.00
VE 17	No Changes to Base Bid	
VE 18-19	City to install items 16-19 as required.	19,900.00
VE 20	No Changes	-
VE21	Install concrete steps in lieu of limestone and install pile, column and cap bents to eliminate dewatering of canal	34,000.00
VE 22	Retain Concrete steps on north side of art Museum. Clean concrete and install new nosings and new handrails	18,500.00
VE23	Steps to Lake, Modify retaining wall to a gravity type retaining wall to eliminate dewatering	19,925.00
VE24	Modify Weir Box by retaining existing RCP's and existing box	4,557.00
VE25	Reduction is the number of tie backs and hardware to hold product in place.	7,500.00
VE26-37	City Forces to install required items 26-37	48,550.00
VE38	City to Provide material with M&M doing installation	3,000.00

Reduction Total

606,900.75

3,600.00

Contract Base Bid as bid \$

1,707,068.75

Proposed VE Base Bid \$

1,100,168.00

ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building 320 Fountain Circle Huntsville, Alabama

PROPOSAL OF Miller & Miller, Inc.

2106 Miller Ferry Way, Huntsville, AL 35801

(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

BIG SPRING PARK SEAWALL STABILIZATION PROJECT #65-15-DR05

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addends thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addends be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions dealgnated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 36804 ATTN: Mary Dolberry.

The undersigned bidder understands that the Contract Time for completion of all work is ONE HUNDRED AND EIGHTY (180) calendar days.

BIG SPRING PARK SEAWALL STABILIZATION PROJECT #85-15-DR05

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for dalays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fall to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: July 28	, 20 <u></u> ,	
(IF AN INDIVIDUAL, PASIGNATURE OF BIDDI	ARTNERSHIP, OR NON-INCORPORATED ORGANIZATION) ER	
	BY	
ADDRESS OF BIDDER		
NAMES AND ADDRES	SES OF MEMBERS OF THE FIRM:	
OUR CONTRACTOR'S	STATE LICENSE NO. IS 4166	
(IF A CORPORATION) SIGNATURE OF BIDDE	Miller & Miller, Inc.	
	BY Mark O. Seeley, Secreta	ary
BUSINESS ADDRESS	2106 Miller Ferry Way, Huntsville, AL 35801	
INCORPORATED UND	ER THE LAWS OF THE STATE OF Alabama	
NAMES	PRESIDENT C. E. Miller	
OF	SECRETARY Mark O. Seeley	
OFFICERS	TREASURER Mark E. Miller	

BIG SPRING PARK SEAWALL STABILIZATION PROJECT #65-15-DR05

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineering/bidlist. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in this document and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

BIG SPRING PARK SEAWALL STABILIZATION PROJECT #65-15-DR05

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is <u>Mandatory</u>. Failure to acknowledge receipt/download from website shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE RECEIVED/DOWNLOADED FROM WEBSITE (if applicable)
1	7/20/16
2	7/22/16
3	7/25/16

COMPANY	Miller & Miller, Inc.	
SIGNATURE	3MC5.	
TITLE Secret	ary	
DATE July	28, 2016	X.

ATTACHMENT "D"

BIG SPRING PARK SEAWALL STABILIZATION PROJECT #65-15-DR05

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall <u>immediately</u> notify Mary Dolberry via email at <u>mary.dolberry@huntsvilleal.gov</u> and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				I HALL TO THE MEAN
Clearing & Grubbing				
Erosion Control				
Traffic Control				The Autom
Excavation				e En
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls		•		
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical				
Water				
Asphalt	Reed Contracting Svcs	20545	2512 Triana Blvd, 35805	5-8
Landscaping (Trees, grassing)				
Irrigation				
Striping	JC Cheek Contractor, Inc.	11303	PO Box 1138, 39090	31-37
Sewer Testing				
Guardralis				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)	National Fence Co.		4519 Fowlers Ferry Rd, 35907	3
Mechanical				
SCADA				

ATTACHMENT "E"

BIG SPRING PARK SEAWALL STABILIZATION PROJECT #65-15-DR05

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

AL, 35899, 256-824-2542
 Big Spring Park Canal Extension, EDA Project #04-01-05418, City of Huntsville, Kathy Martin, PO Box 308, Huntsville, AL,
35804, 256-427-5300
•
Holmes/Washington Streetscape Improvements, Project #65-12-SP31, City of Huntsville, Kathy Martin, PO Box 308, Huntsville,
AL, 35804, 256-427-5300
Courthouse Square Improvements Project #65-07-SP03 City of Huntsville, Kathy Martin, PO Roy 308, Huntsville, AL 35804
Courthouse Square Improvements, Project #65-07-SP03, City of Huntsville, Kathy Martin, PO Box 308, Huntsville, AL, 35804, 236-427-5200
Courthouse Square Improvements, Project #65-07-SP03, City of Huntsville, Kathy Martin, PO Box 308, Huntsville, AL, 35804, 256-427-5300
Downtown Madison Streetscape, Phase II, City of Madison, Gary Chynoweth, 100 Hughes Rd, Madison, AL 35758,
256-427-5300

ATTACHMENT "F"

MANDATORY Pre-bid meeting to be held on Tuesday, July 19, 2016, at 10:00 am, in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801. Bidders must attend this pre-bid meeting to be eligible to submit a bid.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Big Spring Park Seawall Stabilization, more particularly known as Project No. 65-15-DR05

Description of Project: Big Spring Park Seawall Stabilization

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-4 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bic envelope along with the general contractor's name and address, project name and number and date and time of bid opening Section 39-3-5 Code of Alabama has been amended as follows:

"in awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project Big Spring Park Seawall Stabilization, more particularly known as Project No. 65-15-DR05 requires the contractor to possess a State of Alabama Classification of (HS) Highways and Streets or (MU) Municipal & Utility.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

in determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 28th day of July, 2016, until 10:00 a.m. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

- 1. Addenda
- 2. General Requirements (Instructions to Bidders and Bid Proposal including Attachments)
- Supplement to General Requirements
 Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects
- 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
- 6. Special Conditions
- 7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at n charge by downloading from the City Engineering website: www.huntsvilleal.gov/engineering. Plans and proposals can be downloaded from our website at no cost: www.huntsvilleal.gov/engineering/bidlist.htm. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Exception format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

E-VERIFY - NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Fallure to comply with these requirements may result in breach of contract termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

Advertise Date: July 13, 2016

ATTACHMENT "G

SAMPLE FORM

REQUEST FOR PAYMENT CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:				
ESTIMATE NUMBER:	PERIOD FROM:	то		
CONTRACT DURATION START DATE:	DAYS END DATE:		CONTRACT TIME (3) 0	DAYS
TIM	RE C.O. # 1 RE C.O. # 2 RE C.O. # 3	CONTRAC	CT DAYS REMAINING0	
TOTAL CONTRACT AMOUNT (1)	AS AWARDED \$	CURRENT \$		
# w	C.O.#1 \$ C.O.#2 \$ C.O.#3 \$	- -		
TOTAL AMOUNT EARNED TO DATE LE	SS STORED MATERIALS (2):	\$ _	 	
MATERIAL STORED (INVOICE ATTACH	ED)	\$ _	····	
RETAINAGE (5%) OF 50% OF CONTRA		\$_		
AMOUNT EARNED AFTER RETAINAGE	Amount is in accordance with ALDOT specifications and is based on the con before change orders.	and CON tract amount \$	•	
LIQUIDATED DAMAGES PER DAY	200			
LIQUIDATED DAMAGES ASSESSED TO			-	
	Demages, if applicable, will extonation subtracting the contract and data from data and multiplying the days by the de Damages will automatically be deducte otherwise due.	the invoice period end illy demogra amount.		
TOTAL AMOUNT PREVIOUSLY APPROV	ÆD TO DATE:			
AMOUNT DUE THIS ESTIMATE WITHO	UT LIQUIDATED DAMAGES	<u>.</u>		
A: % OF TIME ELAPSED:	TIME ELASPED TO DATE TOTAL CONTRACT TIME (3)	DAYS DAYS	=	
B: PROJECT COMPLETION:	TOTAL EARNED TO DATE (2) TOTAL CONTRACT AMOUNT		=	(8
C: PROGRESS OF WORK:	B-A:=			
	CONTRACTORS CER	TIFICATE		
on the above project, do hereby certify that we have perfor and do further certify that all labor, metarials and equipment payment for the earne in writing before the final payment of compensation and final payment in fall for all work perform its employees, agents, and representatives in accordance marries from the date of payment of the first leastmate (in a conditions of the original contract decument shall remain in an contained in each contract documents.	t listed herein have been paid for in full as allowed of this estimate. We further certify (if this is the final e	n the plans, specifications, laws and ordinant on all prior estimates and if requested to do a stimate) that the amount received hereunder	o, we will show evidence of is considered	
CERTIFIED FOR PAYMENT ON THIS THE	DAY OF			
BY:		CONTRACTOR:		
TITLE:				
SIGNED:			IGNATURE	
We have checked the quantities and extensions to this	estimate, and to the best of our knowledge APPROVED FOR PAYMENT	e, the estimate is true and correct.		
BY: CONSTRUCTION INSPECTOR	_ _		CITY ENGINEER 18, ADMINISTRATIVE OFFICER	
BY: PAQVERT. CNGINCER.		IF FINAL ESTIMA COMPLETED:	TE, DATE WORK WAS	

ATTACHMENT "H"

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ATTACHMENT "P

	AT ASSAULT	
CITY OF HUNTSVILLE,	ALAMAMA DEDICT	
THE PERSON OF TH	PARKENINA REPLIE	LIF 3.7000 90 PTPCPSP0 1947 145 700 100
#1E-CV3C 188		TI STATE OF THE TOTAL STATE

- A. General information. Please provide the following information:
 - Legal name(s) (include "doing business as", if applicable): Miller & Miller, Inc.
 - City of Huntsville current texpayer identification number (if available): 29355

 (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)
- B. Type of Ownership. Please complete the <u>un-shaded</u> portions of the following chart by chacking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Cymeralip (dheck eppropriate box)	Entity L.O. Muniber & Applicatio State
Individual or Sole Proprietorship	
General Partnership	
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State: 012-680 Alabama
Other, please explain:	Number & State (if a filing entity under state law):

- C. Entity LD. Numbers. If an Entity i.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sca.state.glust, under "Government Records". If a foreign entity is not registered in this state please provide the Entity i.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.
- D. Formation Decumenta. Please note that, with regard to entities, the entity's formation documenta, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.	
Signature:	Title (if applicable): Secretary
Type or legibly write name: Mark O. Seeley	Date: 7/28/16





THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Miller & Miller, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

- 1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- 2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).





- 4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

- 1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
 - Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
- 2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
- 7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative





nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- 3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
- 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.







- The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
- 7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
- 9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking





adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

- The Employer agrees not to take any adverse action against an employee based upon 10. the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as





authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

- 14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

- 1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
- a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the





contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.
- d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- The Employer may use a Form I-9 procedures for Federal contractors: previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-todate and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.
- 2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.





ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- 4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- 2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible





after the Employer receives it.

- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
- 7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take





mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

- B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.
- H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





Company ID Number: 311572

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Miller & Miller, Inc.		
Mary E Pruitt		
Name (Please Type or Print)	Title	
Electronically Signed	03/15/2010	
Signature	Date	
Department of Homeland Security – Ver	ification Division	
USCIS Verification Division		
Name (Please Type or Print)	Title	
Electronically Signed	03/15/2010	
Signature	Date	





Company ID Number: 311572

Information Required for the E-Verify Program

Information relating to your	Company:
Company Name:	Miller & Miller, Inc.
Company Facility Address:	2106 Miller Ferry Way
	Huntsville, AL 35801
9	
Company Alternate Address:	
d d	
ä	
County or Parish:	MADISON
Employer Identification Number:	630434945
North American Industry Classification Systems Code:	238
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA

1 site(s)





Company ID Number: 311572

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:

Mark E Miller

Telephone Number: E-mail Address:

(256) 882 - 6200

mmiller@miller-miller-inc.com

Fax Number:

(256) 882 - 2864

FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS BIG SPRING PARK SEAWALL STABILIZATION PROJECT #65-15-DR05 CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. **GENERAL**

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

2. PROPOSAL PREPARATION

- (A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.
- (B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.
- (C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.
 - (D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration

of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number.

3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the <u>quantities shown herein are approximate only and are subject to increase or decrease</u>, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

4. CHANGE ORDERS

(A) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

(B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-fumished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time

shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

(D) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

- 1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- 2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractor's scheduled work day before it is considered a weather delay day.

5. MAINTAIN OFFICE

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

7. BID BOND

Accompanying this proposal is a certified check or original signed, dated and sealed bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding \$10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. N/A

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of \$1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Penny Kelly.

10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor/Subcontractor(s) shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract by the Contractor/Subcontractor(s).

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

11. PERMITS

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

12. PAYMENT

The OWNER agrees to pay the Contractor as follows: Once each month per project. The OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on CD-RW. The hard copy will be printed from the CD-RW. A sample copy of the invoice is attached as Attachment "G". The OWNER will provide the CD-RW to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD-RW should be submitted each month, along with the originals and copies, to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to Contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

13. N/A

14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, all addenda, and the bid bond form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if

they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

15. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions, together with any addenda thereto, made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

16. COMMENCEMENT OF WORK

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

17. CONTRACT TIME

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "G" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

	Original Contract Amount Liquidated Damages Daily Charge						
2.00	More Than		To and Including	Calendar or Fixed	_	Work Day	w
\$	0	\$	100,000	\$	200	\$ 400	h
\$	100,000	\$	500,000	\$	550	\$ 1,100	е
\$	500,000	\$	1,000,000	\$	900	\$ 1,800	n
\$	1,000,000	\$	2,000,000	\$	1,350	\$ 2,700	t
\$	2,000,000			\$	1,550	\$ 3,100	h

e contract time is on the calendar day or date basis, the schedule for

calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

19. STORAGE OF MATERIALS

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

20. TRAFFIC FLOW

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

21. TERMINATION FOR CONVENIENCE

- A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.
- B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.
- C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.
 - (2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
 - (3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (a) Contract prices for labor, materials, equipment and other services accepted under this Contract.
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.
 - (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause. initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

22. TERMINATION FOR CAUSE

- A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.
- B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.
- C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

23. UNBALANCED BIDS

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

24. ADDITIONAL INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations Contractual Personal Injury Explosion, Collapse and Underground Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

\$2,000,000

General Aggregate Limit

\$2,000,000 \$1,000,000 **Products - Completed Operations Aggregate**

Personal and Advertising Injury

\$1,000,000

Each Occurrence

2. Professional Liability

N/A

3. Automobile Liability

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute.

5. Employers Liability

\$100,000

Bodily Injury

\$500,000

Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

- a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

- a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) day's written notice to the Owner.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

E. VERIFICATION OF COVERAGE

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

F. SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer or Record shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT

1. Other Than Professional Liability Exposures

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

25. DOMESTIC PREFERENCES

In the performance of this contract, the contractor shall comply with Ala Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

26. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

27. NO DAMAGES FOR DELAYS

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in §80.09 of the <u>City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991</u>, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather

condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the Owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

28. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

29. CORRECTION TO <u>CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991</u>

§80.09 (b) 2.of the <u>City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991</u> refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated:

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

30. WARRANTIES

Contractor shall provide a minimum of one year warranty of all materials and services from date of final completion. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

31. COORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the contractor to coordinate with other separate contractors who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

32. W-9 TAXPAYER FORM

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

33. FINAL PAYMENT

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a Huntsville local newspaper. The final payment request of retainage only shall be submitted along with two (2) original, certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

	LEGAL 1	NOTICE (Header)		
(company name)	hereby gives Legal Notice of C	Completion of Contract with	(project name)	(project
no.(s) located in the	e City of Huntsville, Alabama. All o	claims should be filed at	(company address)	during this
period of advertisement	, i.e. June 17, 24, July 1, 8, 2011 (e	example of dates).		

34. PROJECT COMPLETION DATE

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The

completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

RECORD DRAWINGS 35.

POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

City Construction Projects:

The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

Format Requirements for all record drawing submittals:

All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and ½ inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbology.

Record Drawing Criteria, unless otherwise noted by City Engineer:

Roadways:

a. Any changes during construction of roadway/intersections that differ from plan drawings.

Sanitary Sewers:

- a. Gravity Line
 - i. Horizontal Location of Manholes Northing and easting Coordinates
 - ii. Vertical Location of Manholes Lid elevation and Invert elevation.
 - iii. Changes in location of clean outs, or end of service lateral.
 - iv. Changes in length, slope, size, or material of lines.
- b. Force Mains
 - i. Horizontal Location of Air Relief/Vacuum/Isolation Valves Northing and easting Coordinates
 - ii. Horizontal and Vertical Location of Fittings/Bends
 - iii. Changes in length, size, depth or material of lines
 - iv. Changes in restraint types
- Pump Stations
 - i. Changes in Structural Requirements (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
 - ii. Changes in Site Development and/or Landscaping
 - iii. Changes in Equipment

Storm Drainage:

- a. Structures (boxes, inlets, end treatments, etc.):
 - i. Horizontal locations of Features Northing and easting coordinates
 - ii. Vertical location of Features Tops and Inverts
 - iii. Changes in type, size, or material of feature.
- Pipes / Culverts:
 - i. Document length
 - ii. Document slope
 - iii. Document size
 - iv. Document invert elevation
 - v. Changes in material of structure
- Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).

i. Horizontal location (to verify location within described easements)

For easement widths less than 15- feet	At 100-foot intervals along the centerline of feature.
For easement widths 15-feet or Greater	At 200-foot intervals along the centerline of feature.

ii. Vertical location (to verify positive drainage)

	At 50-foot intervals along the centerline of feature.
For slopes 0.5% or greater	At 100-foot intervals along the centerline of feature.

- iii. Changes in width or material of feature.
- iv. Changes in location and type of geotechnical fabric used.
- v. Changes in overall grading of site topography.

d. Detention / Retention Facility:

- i. Changes in size, location, or material of facility.
- ii. Changes in location and type of geotechnical fabric used.
- iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

- a. Changes in sidewalk location or size.
- b. Changes in shoulder widths.
- Changes in grades at intersections. (also to include changes in island location)
- c. Changes in grades at intersections. (also to include changes in island location
 d. Changes in location of driveway aprons.
 e. Changes in pavement section, to be supported by adequate documentation.
- Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
- g. Geotechnical fabric locations, to include vertical elevation.
- Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

DESIGN	CONTENTS	LINE	COLOR	WEIGHT	TEXT	FONT	CELL
LEVEL		CODE			SIZE		NAME
1	State Plane	0	0	0	20	0	
	Coordinate Grid	<u>L</u>	<u> </u>		-		
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	Ó	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street	3	16	0			
	Pavement	1			i i		
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0		12	
9	Secondary	0	3	0	20	0	
	Roads/Trails Text				l l		
10	Sidewalks	5	3	0			
11	Bridges/Culverts	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor,	7	1	0			
	Ditches				1		
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries,	0	1	0			
	Athletic	ļ			1 1	ļ	5
	Fields/Text, misc.]	l		l l		
	areas				1		
15	City Limits/County	1	0	3	1		
	Line		ł				
16	City /limit text	0	0	1	30	0	-
17	Railroad Tracks	0	2	0	1		RR

	(5 + +						
	(Patterned)	0	2	0	25	0	
18	Railroad Text	2	2	0			
19	Railroad R/W	0	5	0			P POLE
20	Utility Poles (Cell)	3	5	0			
21	Utility Easements		5	1			<u> </u>
22	Utility Text	0		1			243
23	Geographic Names	0	3				
24	Building Structures	0	0	0			
	Pools and Text	0	1	0	10	1	OMP !!OM
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and	2	0	0			STRCEX
	shape unknown)		6	1			
25	Property Lines	6		0			
26	Cadastral Polygons	6	6				
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	15
32	Open						J
33	Lot Ticks						
34	Lot Lines/Property	6	6	0			
	Lines	0	6	0	AS=1		TREES
35	Trees/Hedge Rows			0	15	0	GPS
36	GPS Monuments	0	5	ļ	1-13		- 610
37	2' Topo Contour				<u> </u>		
38	5' Topo Contour	0	7	0	ļ———		
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA	0	3/0	0	18	1	GPSPNT
	Monuments/Labels				 		
42	Quarter Sections		5	0	 		
43	Section Lines	0		0	 		+
44	Features	0	2		1 20-1		CELTWR
44	Cell Towers	0	12	0	AS=1		FENCE
45	Fences (Pattern)	0	8	0	AS=1		
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			<u></u>
49	Open	 			T		
	Signs		1	1			
50		 	 	 			
51	Open		7	 	 		
52	Open		 	 	 		
53	Open			 	┾		+
54	Open		_		┼		
55	Open			<u> </u>	 		
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
E 0	Open	——	<u> </u>				
58_		 	 	 	 		
59	Open		 	 	+		1
60	Open		 	 	+		+
61	Open	ļ	ļ		 		
62	Monuments for Setup (point cell)						
63	Open						i

36. LIEN WAIVERS

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

37. LOWEST RESPONSIBLE BIDDER

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

38. NON-RESIDENT BIDDERS

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

- 39. CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" is revised as shown:
- (C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.
- 40. CORRECTION TO SECTION 80 of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

41. CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED). See section 80.03 and 80.04 for additional requirements.

42. CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis

§80.09 (b) - Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ("Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks."

43. CORRECTION TO SECTION 105 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

44. CORRECTION TO SECTION 847 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PIPE CULVERT JOINT SEALERS

Section 847 is deleted and replaced with Section 846 - Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

45. NPDES CONSTRUCTION REQUIREMENTS

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program – Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications).

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

46. **DELETION OF SECTION 50.01 – Authority of the Engineer of Record**This section is deleted.

47. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

48. E-VERIFY - NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal

immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

- 49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS
 For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:
 - 1. TRAFFIC SIGNAL LOOP REPAIRS All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after paving work.
 - 2. TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after paving work.

50. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

54. SUCCESSORS AND ASSIGNS

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

55. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

56. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

57. ENTIRE AGREEMENT

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.



Kathy Martin, P.E.
Director
City Engineer

Urban Development Department Engineering Division

BIG SPRING PARK SEAWALL STABILIZATION

Project No. 65-15-DR05 July 20, 2016

Addendum #1

Attached are the Pre-Bid Minutes from the meeting held on July 19, 2016, in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL.

REVISED DRAWINGS

The following drawings have been revised and are posted on the Engineering Department's website for downloading:

Sheet

- Sheet 1 Revised Title
- Sheet 2 Omit Note #102 Revised #118 Added #119
- Sheet 9 Revised Public Works and Contractor SW limits
- Sheet 10 Revised pad limits and details
- Sheet 11 Revised monument limits and details
- Sheet 13 Revised details
- Sheet 20 Revised Wall detail
- Sheet 21 Revised handicap ramp detail

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineering/bidlist.. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes
Revised Drawings

END OF ADDENDUM #1
The Star of Alabama

MANDATORY PRE-BID MEETING

PROJECT NAME:

Big Spring Park Seawall Stabilization

PROJECT NUMBER:

65-15-DR05

DATE:

July 19, 2016

PROJECT ENGINEER:

Zach Turner

The following people were in attendance at the Pre-Bid Meeting:

Matt Mullins Mark Seeley Cory Charles Miller & Miller, Inc. Miller & Miller, Inc. Huntsville Utilities

Justin Griggs Steven Eakes

Reed Contracting SJ&L

Keith Mandel Chris Jones Andy Dinges

OMI, Inc. OMI, Inc. Garver

Ben Stewart

COH-Public Works

Tony Ivey Brian Walker COH-Landscape Management COH-Landscape Management

Jeff Easter
Jeff Taylor
Chris O'Neil
Kathy Martin

COH-General Services COH-General Services COH-Engineering

COH-General Services

Kathy Martin Zachary Turner Mary Dolberry Michael Thomas

COH-Engineering COH-Engineering COH-Engineering

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.

Zach Turner is the Project Engineer.

Inspector for Engineering Department is Michael Thomas.

Superintendent for Public Works Construction is Ben Stewart

Consultant Engineering:

Andy Dinges, Garver

Keith Mandal and Chris Jones, OMI

2. Project Engineer gave a brief description of work:

The project is to reconstruct the Big Spring Park Seawall and to upgrade sidewalks throughout the Park. The project is broken up in to a base bid and three (3) bid options. Low bidder will be determined based on base bid plus any options award based on availability of funding; see section 37 of the Supplement to General Requirements for further information.

The project will be a combined effort between the Contractor and multiple departments of the City of Huntsville.

Facilities will remove all streetlights from the park and salvage any other items they wish to retain at the start of the project.

Landscape Management will perform the selective clearing of trees and install irrigation and landscaping on the project.

Public Works will perform the grading, existing sidewalk demo, underwater embankment for the seawall construction, and some of the sidewalk construction.

City Administration is fully committed to this project and will be there in a timely manner to complete their scope of work.

The Contractor will construct the seawall and adjoining sidewalks and stairs, crosswalks, plaza areas, stepping stone bridges, box culvert, conduit under concrete, flagpole relocation and ice rink bid options (if awarded).

Construction will begin on August 29. The first items of work the Contractor shall perform will be installing traffic control, installing temporary fencing closing the entire park, dropping water surface elevation by modifying existing weir box and installing necessary erosion control for the seawall construction, east of the red bridge. The Contractor shall then start construction of the ice rink pad, stairs and sidewalks on the north side of the museum and box culvert while Public Works is filling for the wall construction, east of the red bridge. The ice rink area shall be completed and reopened by the first week in October. Construction of the project shall proceed from east to west. The temporary fencing will be relocated to open areas of the park as they are completed.

3. Progress Schedule of Operations was discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete temperature during hot/cold weather, etc. If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).

Construction will begin on August 29. We will hold weekly progress meeting throughout the duration of the project. We will need a schedule of operations with

critical path defined. The first pay estimate will not be processed if the schedule has not been received. Work on nights and weekend is not precluded and may be required to complete the project on time. We will need 24 hours' notice before any night or weekend work to schedule personnel.

4. Discussed all Permits. The ADEM permit will remain in the City of Huntsville's name, but installation of the required erosion control shall be the responsibility of the Contractor. The Contractor will be responsible for fees or fines incurred for failing to install required erosion control items.

An Army Corp of Engineer permit is under review; we anticipate having the permit before issuing the Notice to Proceed.

5. Utility Project Notification — Utility company representatives gave a description of their utility conflicts. Any problems the utility representative anticipates should be explained so that Project Engineer and Contractor can plan to include in the project. Each utility representative should provide Contractor with a name and phone number to contact for conflict assistance. Contractor is responsible for locating all utilities.

No concerns were voiced.

6. Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract.

Any required shop drawing shall be submitted for approval no later than two (2) weeks' prior to plan to construct. We will need a shop drawing for the required handrail. The handrails shall match the style of rails used on the stairs at the Monroe Bridge.

7. Any right-of-way issues were discussed. Detail whether all property has been acquired to complete project and if not, when expected.

All planned work is on City of Huntsville property or right-of-way. There are no outstanding right-of-way issues with this project

8. Any other projects that may conflict had their project engineer, contractor and representatives in attendance to discuss.

There will be a separate project bid for lighting and electrical upgrades to the park. This project will bid approximately one (1) month behind this project. Coordination will be required between the Contractors for conduit placement under sidewalks and plaza areas as required for electrical and irrigation (see item 38).

Construction of City Centre Development is currently underway. No direct impact is anticipated from the City Centre Development. Any overlap or conflicting construction signing with City Centre Development shall be brought to the attention of the engineer.

9. Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

10. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five per cent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a CD. The hard copy will be printed from the CD. The OWNER will provide the CD to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD should be submitted each month, along with the originals and copies, to the Administrative Officer, ATTN: Odessa Sales-Robinson, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

- 11. Project Engineer discussed plans, specs and special provisions.
- a. A review of the plans was made with emphasis placed on unusual construction features and special drawings.

We will be issuing an addendum to the plans very soon. This addendum is to clarify Contractor scope of work from Public Works' scope and to correct some other issues.

Sheet 2 is the project notes. Contractor is to review those.

Sheets 3-7 are the phasing plans. These sheets have dates of when Public Works will complete their sections of work to turn the area over to the Contractor. Dates for the Contractor items are approximate. The Contractor has the right to work on any items of work prior to the approximated dates as long as it does not interfere with Public Works construction schedule.

Sheet 8 is the demo plan. See the demo notes for Contractor demo items.

Sheet 9 is the site plan. The addendum should clarify Contractor items from Public Works' items. Note the modifications to the island on Monroe Street at the top of the page. Zach said he wanted to make sure to call that out so it wouldn't be overlooked.

Sheets 10 & 11 are blowup details for the ice rink pad and the freedom monument. These sheets are the bid options. The addendum will clarify the scope of the bid option limits from the scope of the base bid limits.

Sheet 12 is the plan and details for the stepping stone bridges. These items are part of the base bid. These items are complete-in-place (see item 21). Dewatering required for construction is subsidiary to this item.

Sheet 13 is the steps to the lake. This is a part of the base bid items. There will be some changes to this detail in the addendum.

Sheet 14 was omitted

Sheet 15 is the grading plan. Public Works will perform the grading. The Contractor will be responsible for the gravel base layers under the Contractor items. The base layer is subsidiary to the item it supports.

Sheets 20 thru 26 are the detail sheets. Sheet 20 has the wall detail, the block and capstone for the wall will be supplied by the City. Contractor will be building the wall and the subsidiary to the wall.

Sheets 23 thru 26 have the reconstructed weir box and culvert details.

- b. Each pay item of the contract was read out and any questions concerning the method of measurement or payment discussed.
 - Item 3 is portable chain link fence; that includes the wire mesh. There was an omission of the height, but we are going with a 6' fence.
 - Items 5-9 are for modifying the island on Monroe Street and for milling to put the crosswalks in for the thermoplast.

 We will need a safety nose on the island on Monroe; measurements will be made along the face of the curb and the nose, all paid for as subsidiary of Type "N" curb.
 - Item 10 is all the concrete/slope paved items that are not included in the bid options. It does include the bedding for all those items-sidewalks, plaza areas, everything that is not a bid option.

- Items 12-14 those pipe items are to connect the existing weir box back to the new weir box and any roadway pipe connecting to the box culvert; all the other internal drainage items will be constructed by Public Works.
- Items 15-17 are the items for the wall construction; block will be supplied by the City of Huntsville. Perforated pipe and 57 stone behind the wall and base plate are subsidiary to the wall construction.
- Item 20 is the box culvert, complete-in-place; it includes toewalls, bedding, and the effort to connect the pipe. The City is paying for the roadway pipe, but the effort to connect it is subsidiary to the item.
- Item 21 is the stepping stone bridge; see Sheet 12 for the details.
- Item 22 is the stairs on the north side of the Art Museum at Pane E Vino.
 The steps are deteriorating and will be demoed and replaced. We will be upgrading the handrail to the handrail that matches the one on Monroe Street.
- Item 23 Weir box, complete-in-place. Contractor is to go out and look at the existing; we're basically building the same weir box, it will just be moved slightly due to changes in the pond.
- Items 25-27 are erosion control items.
- Item 30 is the thermoplast crosswalk; there will be a Spec provided in the addendum for what is to be used there.
- Item 38 4" sleeves for electrical and irrigation-there is an item for sleeves; we may need to add a size by the addendum.
- Bid Option 1 is the ice rink. It is to complete the ice rink; all the concrete work is all itemized here. Keith said the concrete there will be 4500 PSI. This is a critical item from a shrinkage standpoint, so we would prefer seeing a work reducing agent in the concrete when it is placed. Mark asked if we were looking at a blue color. Keith said yes.
- Bid Option 2 is just the coloring for concrete in Option 1. Adding color to the interior area and the banding will be what is bid on Option 2; obviously Option 2 will not be awarded if Option 1 is not awarded. We are looking at gray banding with a blue interior; we will need a mockup if we decide to award this option.

Mark asked if the band color was gray. Zach said blue and then a darker gray is what the rendering shows. Mark rephrased his question and asked

if we wanted the gray coloring added to the concrete? Zach said yes; it is a darker gray color then the typical gray concrete.

- Option 3 is the Freedom Monument area. It is shown on Sheet 11. In the addendum, it will clarify what scope of the area is Option and what is Base Bid. The flagpole will be relocated and it will need a new foundation; this will be part of Bid Option 3.
- c. When a contractor is new to COH contracts, the standard specifications were discussed with emphasis on time charges, extra work, materials, etc.
- d. State of Alabama classification required was stated: (HS) Highways and Streets or (MU) Municipal & Utility.
 - e. There are one hundred and eighty (180) Calendar days to complete project. (asked during pre-bid meeting if there is any concern that contract cannot be completed within contract time specified.) Mark said it is pretty aggressive. Zach said we have a tight deadline and the City is committed to getting their portions done; we don't see any issues with the City getting their portions done so Contractor can fall right in behind them. There are dates in the plans when we anticipate having areas open for the wall construction. Andy said the first couple of areas that get filled will be all stone; he said there is only one (1) where the fill won't be all stone, and that is in the southern end, and it is being saved to put concrete demo in.

Anticipated Council Meeting: August 11, 2016
Anticipated NTP: any date between August 12 and August 26, 2016
Looking at being ready to start construction and closing the park on August 29.

f. Included whether construction trailer is required and whether as-builts are required.

There is no construction trailer required for this project. We will hold the weekly construction meetings in the conference room on the second floor of the Public Services Building.

g. Introduction and explanation of any revisions to <u>Supplement to General Requirements</u> – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all

connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

12. Sequence of Construction and Traffic Control with the contractor made aware of his/her responsibility to handle traffic safely through the work zone. The method of payment for traffic control was discussed and clearly understood.

Traffic control plan will be the responsibility of the Contractor. The Traffic Control Plan shall be compliant with the latest edition of the MUTCD. Traffic control items are included in the base bid.

- 13. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.)
- 14. Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "D" "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.
 - 15. Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

- 16. Asked if there are any further questions.
- Q: The culvert coming underneath the street shows existing 12x4 that is connected with a 6x4.
- A: It is a double.
- Q: Where are the handrails going?
- A: At the museum stairway, will be replacing along the backside of Pane E Vino.
- Q: What about the top of the culvert?
- A: There are no handrails at the top of the culvert; we will look at that and if it is needed, it will be addressed in the addendum.
- Q: Contractor is responsible for erosion control; what about the other City Departments that will be coming in and out doing the majority of the fill, will Contractor be responsible for that?
- A: Public Works will take care of cleaning the streets in-house.
- Q: What Redi-Rock stone is being put in? What is the size?
- A: Size of the rock will be addressed in the addendum.
- Q: Detail shows one (1) block high on the rock; how many blocks will be put in?
- A: There will be some that will be two (2)-around the culvert because it is a little taller. Andy said you can see it on the grading plan; the spot elevations go up around the wall. He said it will be two (2) blocks high right at the culvert as there is a slight transition there.
- Q: The intent is to drop, will put in stone and dump out the water without having to dewater. The level of the stone will be right at where the gray stone should be, will be right at water level or just below it.
- A: It will be about 6" below the final water elevation. The water will be close to where the pad that the blocks are sitting on is. We're trying to drop the water 18" and it will be 6" exposed during construction, then we put the weir back in and the water comes up.
- Q: The stepping stones say cast stones, do you want limestone?
- A: They are cast-in-place with chamfer edges to look like the limestone.
- Q: Where is the limestone going?
- A: On Monroe Street-like the ones that are by the Embassy, they are the same design.

Q: Do they have dowels shooting into the bottom? A: Yes. Q: In the dirt? A: No, there is a footing across it. Can Contractors get clarification on the retaining wall footing? Q: It is the typical 2-4' retaining wall with bars stubbed out of the top. A: Q: Which sheets were omitted? It is shown on the sheet index, but Sheets 14, 17, and 19 are omitted. A: Q: Are nosings required on all the steps going down? The stairs by the bridge just have a chamfer on, there is no nosing. By the A: restaurant there is, but not on the ones on the south side of the Japanese bridge. Q: On the weir box, the intent is to go in and drop the water 18", reconstruct the weir box and keep it low? A: The intent was to remove the box and use the pipes as the control until the new weir box is put in place. The inverts of the existing 30s are 24-25" below the normal pool; if you just pull the box off and leave the 30s there and put some type of 12" dam across the bottom of them, that will keep the water 18" below its current elevation. Q: Facilities is taking all of the lights out, so the park will go dark at night? A: Yes. Q: Are temporary lights part of the Contract? A: No, the park should be fenced at that point. Will Contractor be responsible for the conduit underneath the sidewalk? Q: Yes. We will try to identify those during construction. Will get some sizes A: for them, but it will just be under the Contractor's plaza area and sidewalks where we install those. Q: Number and size of the conduit?

Will issue the sizes in the addendum; we do not have defined locations at

this point. The conduit under the Public Works section of the sidewalk

On Sheet 8-Demo, it is noted that streetlights are being relocated by

will be installed by Public Works.

Facilities; is there anything else to be demoed?

A:

Q:

A: The streetlights should all be gone and out of the way by the time the Contractor needs access to the area. If a conflict is noted during construction, please notify Project Engineer.

The park will be closed first and Facilities will go in and disconnect all power and remove all the electrical that they want to retain; the rest of it will be demoed out. All the electrical going back in the park will be brand new. They will abandon a lot of the electrical in place. All the underground electrical will be abandoned. The only issue that is electrically to be worked out is there is some primary power that runs through the middle of the park and it powers the weather siren and powers some of the street lighting on Williams running towards the library; they will be moving that primary power a little bit. They may power that with a generator temporarily.

- Q: Will the Redi-Rock be delivered on site?
- A: It will come from the factory to the job site; there will be a laydown area designated.
- Q: Who coordinates the shipping?
- A: Zach will coordinate the shipping.

Contractors usually only get one (1) truck a day, and this schedule it is pretty aggressive. Zach said we have already purchase ordered the blocks and they're already manufacturing them. We can start getting loads shipped as soon as we have a clear lay down area.

- Q: Number of blocks?
- A: Under 700 blocks.
- Q: Who is responsible for the bell tower?
- A: Those will be relocated under a separate contract.
- Q: Will there be any pedestrian maintenance type items that the Contractor has to provide for? Any signage that is required?
- A: There may be a couple of signs required. Where the fence corners will be, it is generally located at a crosswalk, so it will be minimal if anything. Any signs that are required will be paid for under Construction Sign item.
- addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be <u>July 21, 2016</u>, <u>until 5:00 p.m.</u> via fax (256) 427-5325 or email to: <u>mary.dolberry@huntsvilleal.gov</u>.

Response to contractor questions will be <u>July 22, 2016 until 5:00 p.m.</u>

<u>Bids open: July 28, 2016 at 10:00 a.m.</u> in the <u>1st Floor Conference Room</u>, 320

Fountain Circle, Huntsville, AL. All bids must be <u>SEALED</u> before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

The meeting was adjourned.

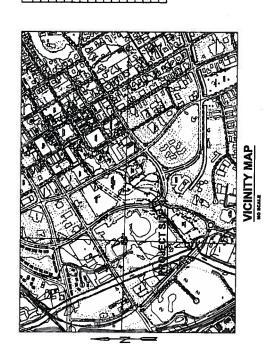
BIG SPRING PARK SEA WALL STABILIZATION PLAN COVER SHEET HONTSAILLE CITY OF HUNTSVILLE HUNTSVILLE

SEA WALL STABILIZATION PLAN CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA

GARVER

City of Huntsville Project No. 65-15-DR05

PROJEC



GARVER PROJECT NO. 15054040 JULY, 2016

LOCATION MAP







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XXX

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PROJECT NOTES

CONSTRUCTION SEQUENCING PLANS AND DEMOLITION PLANS SHALL BE CARETULLY REVIEWED AND THE CONTRACTOR SHALL COORDINATE WITH CITY FORCES SO THAT ALL ITEMS ARE REMOVED AND RETAINED/DISPOSED OF AS NECESSARY. ₫

5125A Research Drive Huntsville, AL 35805 (256) 534-5512

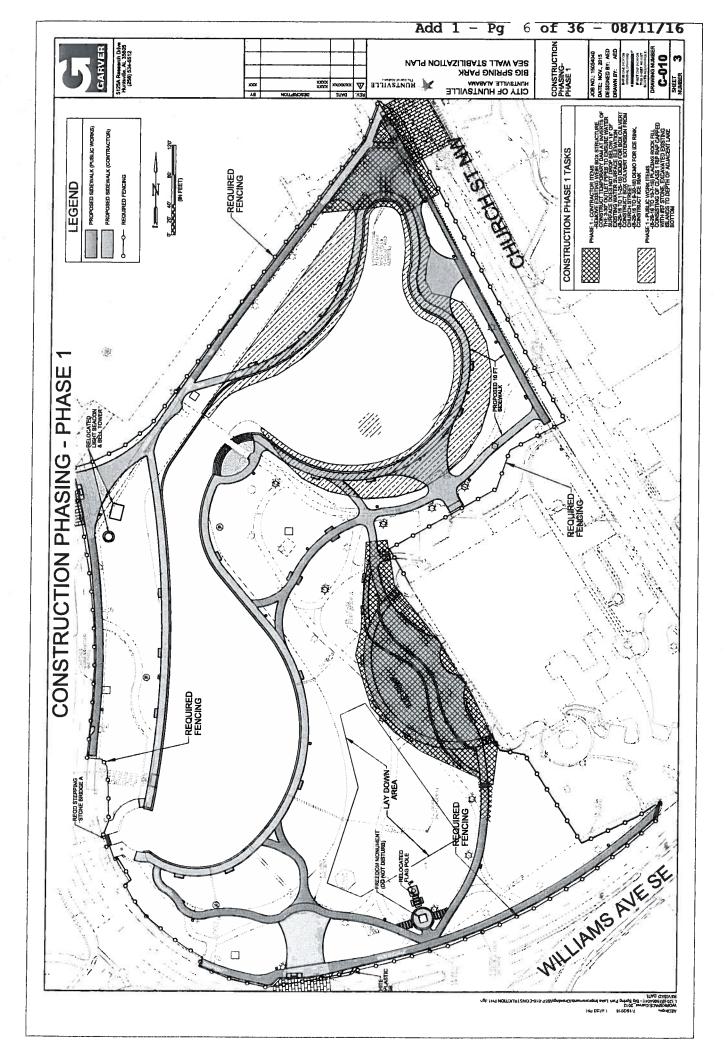
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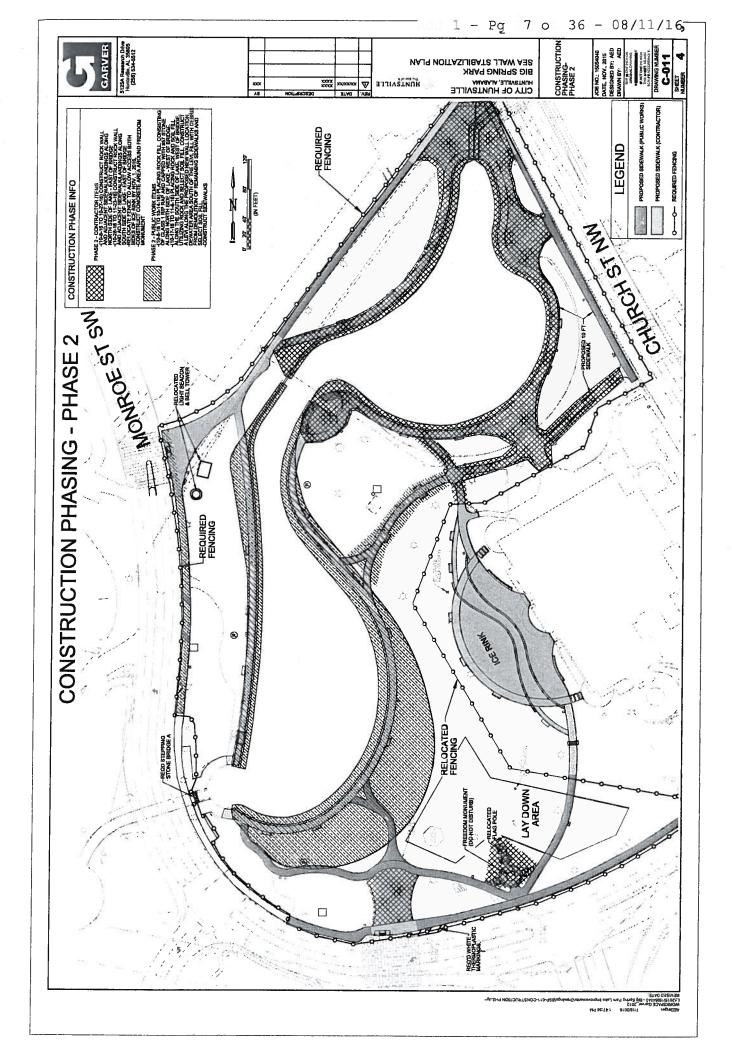
- 202
- BE SODDED BY LANDSCAPE MANAGEMENT UPON COMPLETION OF THE PROJECT CONTRACTOR IS REQUIRED TO AND MULCH AS NEEDED THROUGHOUT THE PROJECT TO ENSURE EROSION CONTROL IS PROPERLY MAINTAINED. ALL EXPOSED SOILS WILL APPLY TEMPORARY SEED 103
- WHERE THE REMOVAL OF IN-PLACE-PAVEMENT AND/OR CONCRETE IS REQUIRED. THE CONTRACTOR SHALL USE A SAW OR OTHER APPROVED SHOUTMENT WHICH PRODUCES A NEAT-STRAIGHT-VERTICAL FACE ON THE EDGE OF THE PAVEMENT TO BE RETAINED, COST OF THIS WORK SHALL BE A SUBSIDARY OBLIGATION OF ADJACENT ITEMS OF WORK. 2
- ITEMS NOT SPECIFICALLY DESIGNATED FOR REMOVAL BY THE CONTRACTOR WILL BE REMOVED FOR RETAINAGE AND/OR DISPOSAL BY CITY OF HUNTSVILLE FORCES.

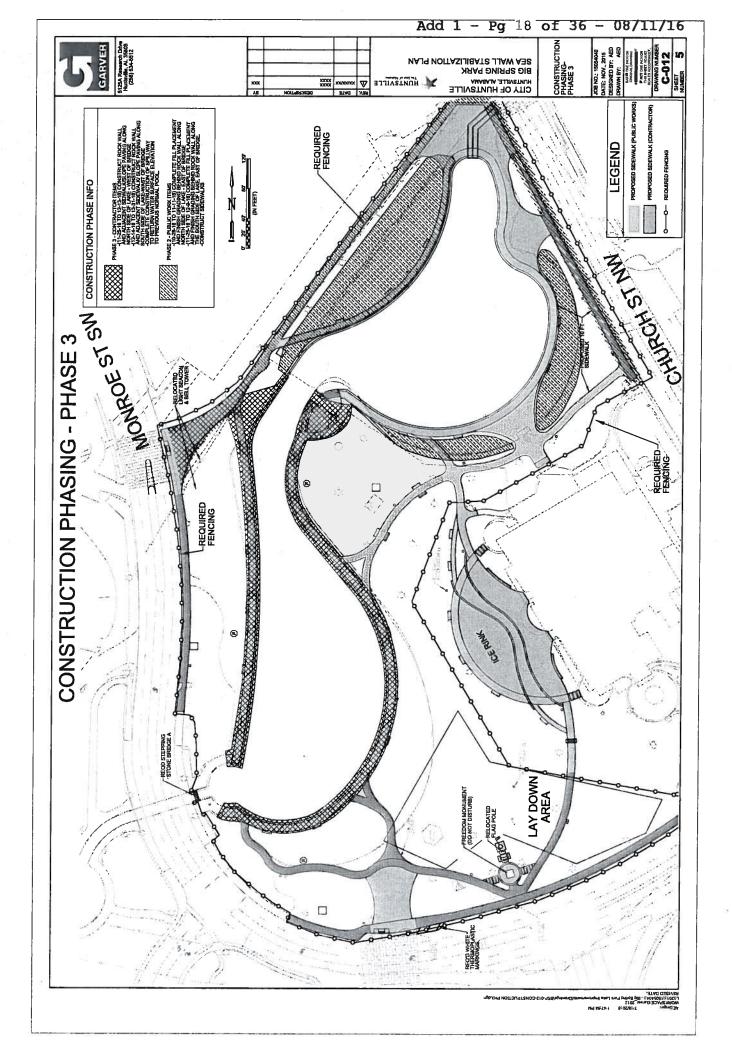
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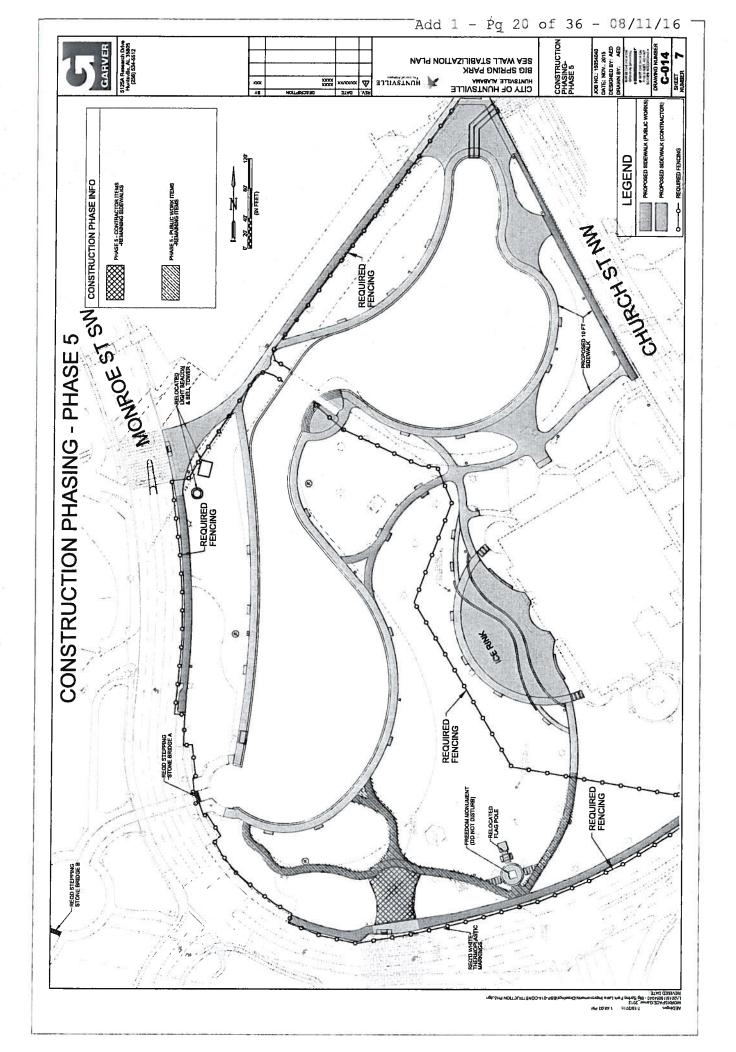
- FUEL TANKS SHALL NOT BE LEFT ON THE RIGHT OF WAY OVERNIGHT, TRUCKS HAULING CHEMICALS, FERTILIZERS, ETC., SHALL NOT BE Unattended, 106
- ALL WORK SHALL BE SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF HUNTSVILLE'S ENGINEERING STANDARDS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS. 107
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DISPOSE OF ALL WASTE MATERIAL AT AN APPROVED OFF SITE LOCATION, WASTE MATERIAL SHALL BE DEFINED AS ALL EXCESS MATERIAL OTHER THAN SOIL. 108
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGES OUTSIDE THE CONSTRUCTION LIMITS CAUSED BY HIM OR HIS SUBCONTRACTORS, AS DIRECTED BY THE ENGINEER. THE CONTRACTORS SHALL BE RESPONSIBLE FOR DOCUMENTING THE EXISTING CONDITIONS AND ANY EXISTING DAMAGE PRIOR TO COMMENCING CONSTRUCTION. IT SHALL BE THE CONTRACTORS SOLE RESPONSIBILITY TO PROVE ANY DISPUTED DAMAGES WERE CAUSED BY OTHERS. 109
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DIRT & DEBRIS FROM THE ADJOINING STREETS WHEN NEEDED BUT NO LESS THAN ONCE A WEEK OR AS DIRECTLY BY THE ENGINEER ANY DAMAGE TO ADJOINING STREETS SHALL BE REPAIRED BY THE CONTRACTOR DURING THE CONSTRUCTION OF THIS PROJECT AT NO ADDITIONAL COST TO THE CITY OF HUNTSVILLE. 110
- CONTRACTOR REQUIRED TO PREPARE AND SUBMIT TRAFFIC CONTROL PLAN PRIOR TO ANY WORK. ALL TRAFFIC CONTROL MUST FOLLOW THE LATEST EDITION OF THE MUTCD. Ξ
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR WORK ZONE SAFETY AND SECURITY. 112
- NOTICE TO CONTRACTOR: ALL EVIDENT EXISTING UTILITIES ARE SHOWN: HOWEVER, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY EXACT SIZES AND LOCATIONS OF ALL EXISTING UTILITIES BEFORE INITIATING ANY CONSTRUCTION OPERATIONS. ANY EXISTING STRUCTURE, PIPING OR UTILITY DISTURBED OR DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION OPERATIONS BALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER AND/OR ENGINEER. THE CONTRACTOR STALL CALL: ALBAMA LINE LOCATION CENTER, INC., 1-800-282-9625 TWO (2) DAYS BEFORE ANY EXCAVATION ON THIS PROJECT, THIS IS A REQUIREMENT OF ALABAMA ACT 94-487. 113
 - THIS PROJECT IS COVERED BY ADEM PERMIT NO ALR . THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING THE BEST MANAGEMENT PRACTICE PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL FEES AND FINES INCURRED DURING CONSTRUCTION DUE TO ABSENCE OR INADEQUATE BMP.S. =
- ALL OTHER REQUIRED PERMITS SHALL BE THE CONTRACTORS RESPONSIBILITY TO OBTAIN. 115
- NOTICE TO CONTRACTOR.THE CONTRACTOR SHALL PROVIDE THE CITY ENCINEER WITH A COMPLETE SET OF RECORD DRAWING (AS-BUILT)IN HARD COPY FORM UNLESS OTHER WISE REQUESTED BY THE CITY OF HUNTSVILLE, UPON THE COMPLETION OF CONTRACTOR PORTIONS OF CONTRACTOR PORTIONS OF 118
- CITY OF HUNTSVILLE PROVIDED CARVER WITH THE TOPOGRAPHIC SURVEY DATA UTILIZED WITHIN THIS PLAN SET. THE PROVIDED DATA WAS OVERLAYED ONTO CARVER'S SUBVEY. FOOWTROL WAS INCLUDED WITHIN THE PROVIDED SURVEY DATA TO VERIFY A ACCURACY CONTRACYOR REQUIRED TO VERIFY ALL PROPOSED ITEMS MATCH EXISTING ITEMS AT THE CONNECTION POINTS AND ARE TO NOTIFY THE ENGINEER IMMEDIATELY TO PROVIDE ADJUSTED PLAN INFORMATION IF DISCREPANCIES ARE DISCOVERED. 117
- AFTER WIER BOX IS REMOVED, CONTRACTOR SHALL CONSTRUCT TEMPORARY DAM ACROSS EXISTING 30" RCP'S TO ENSURE NORMAL POOL IS ONLY DECREASED BY 18" IN THE POND (MIN ELEV-600.07). 118
- TEMPORARY DAMS AND/OR DEWATERING WILL SHALL BE SUBSIDIARY TO OTHER ITEMS ANY

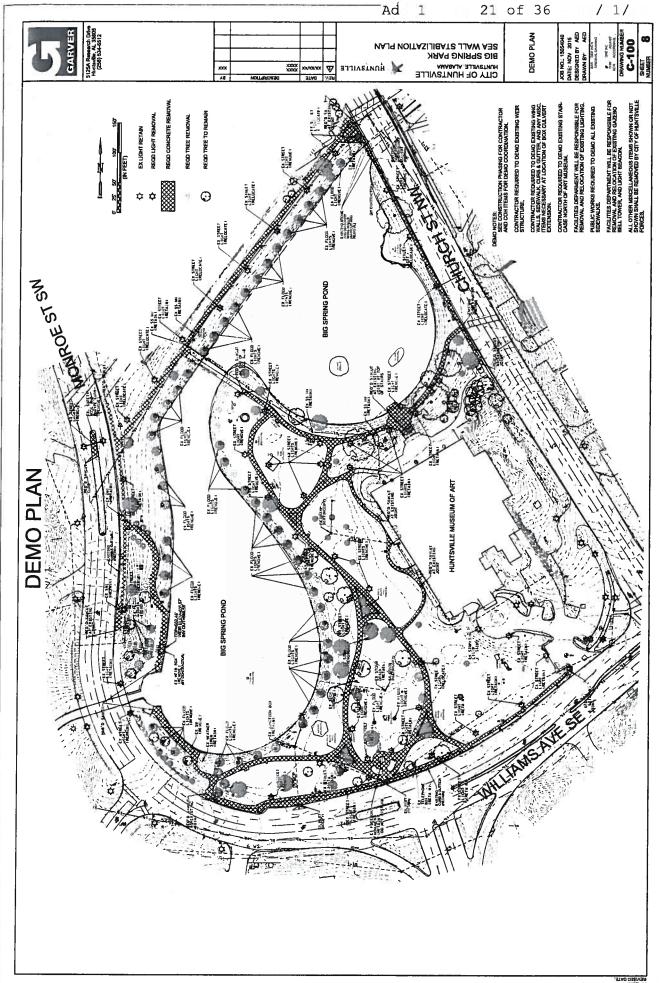
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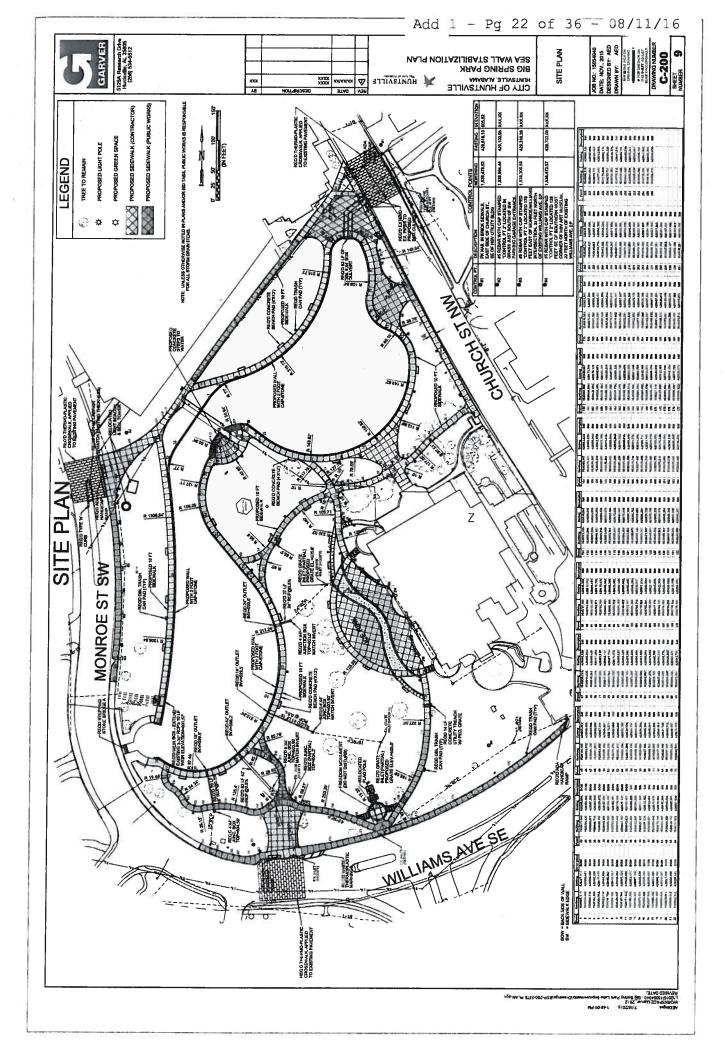


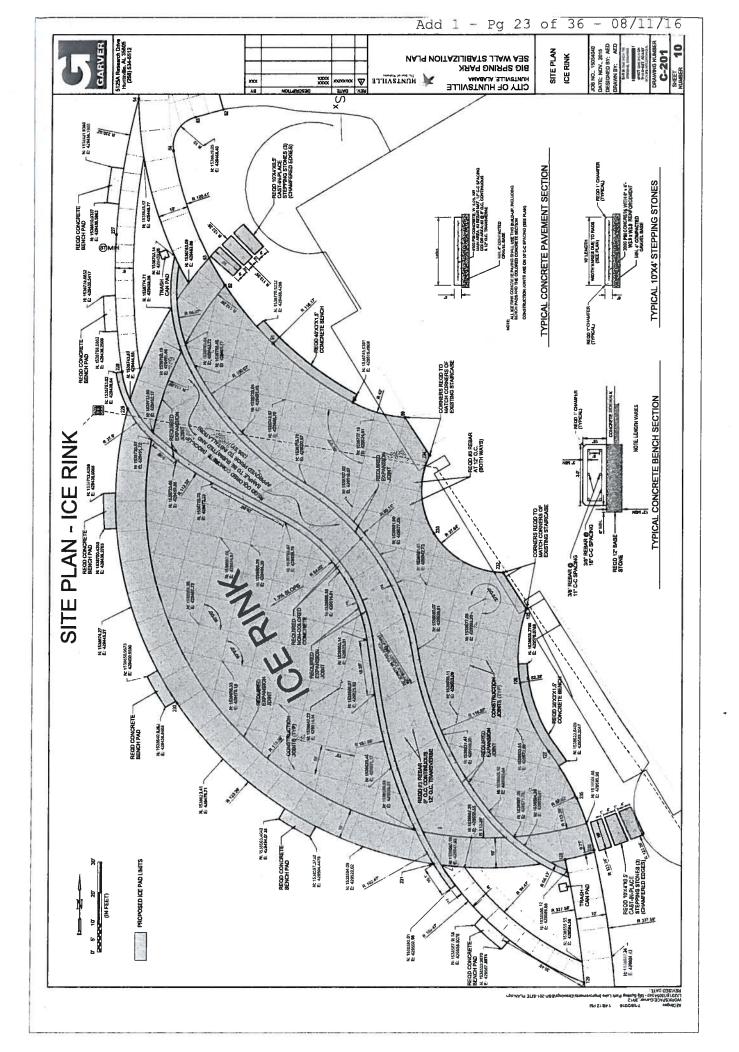


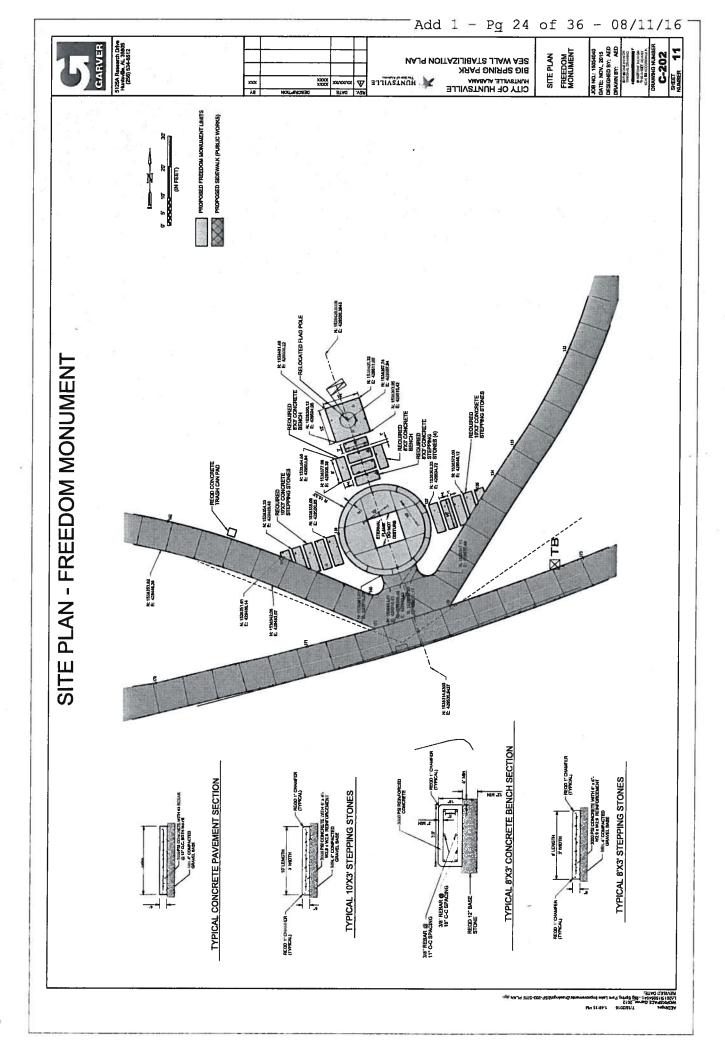


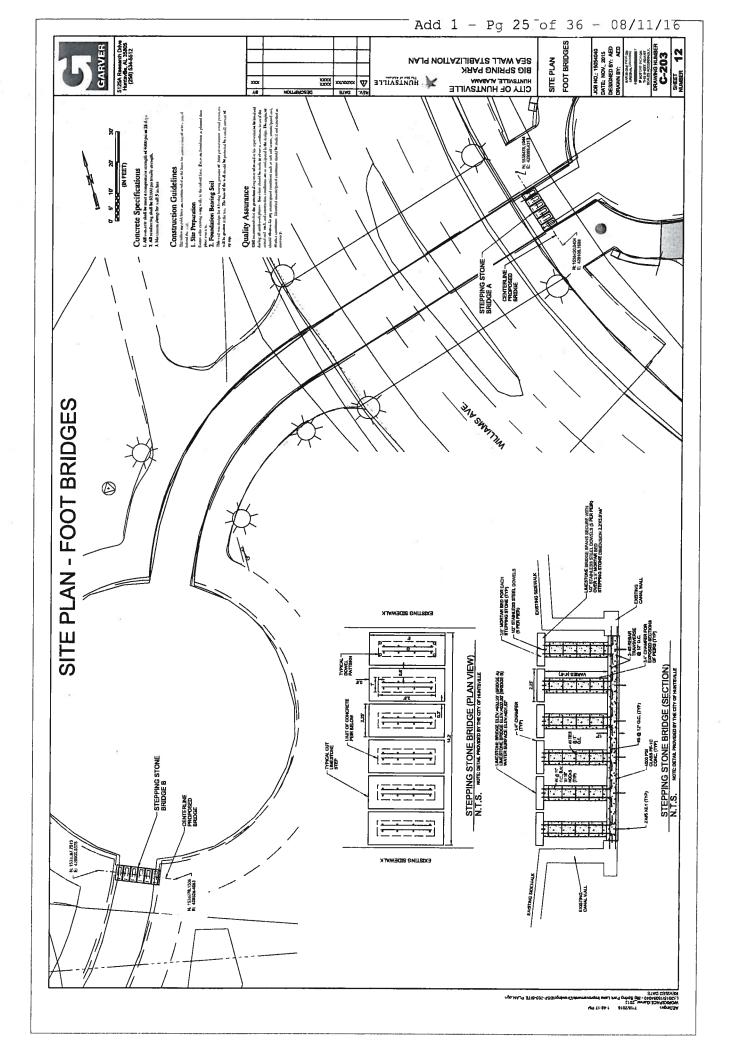


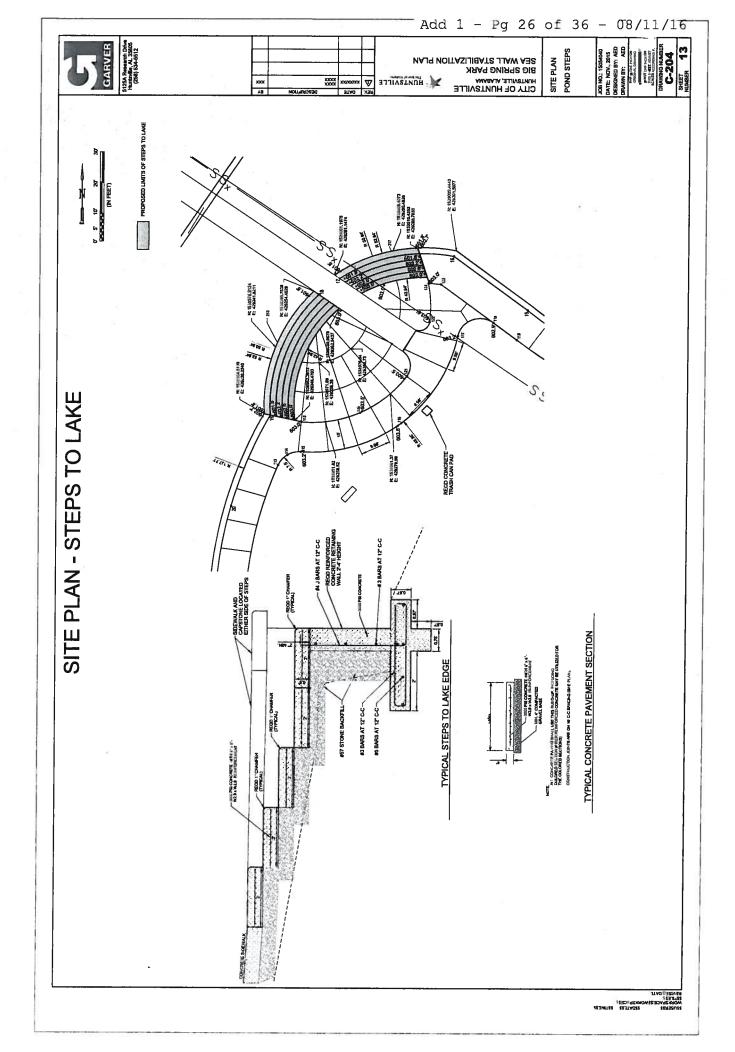


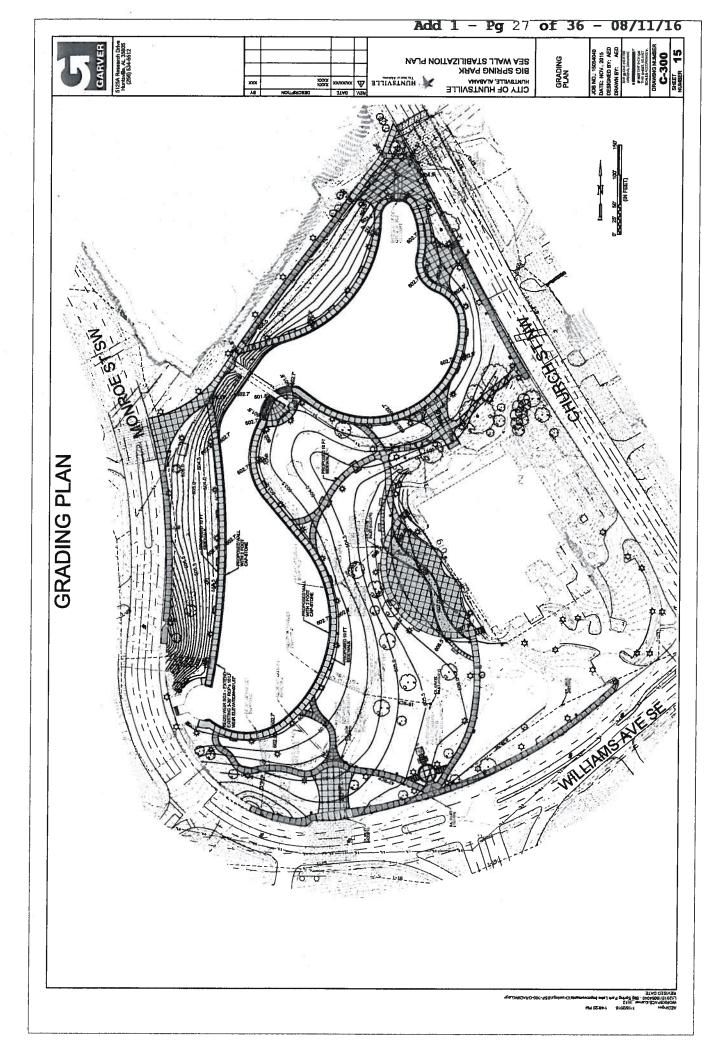


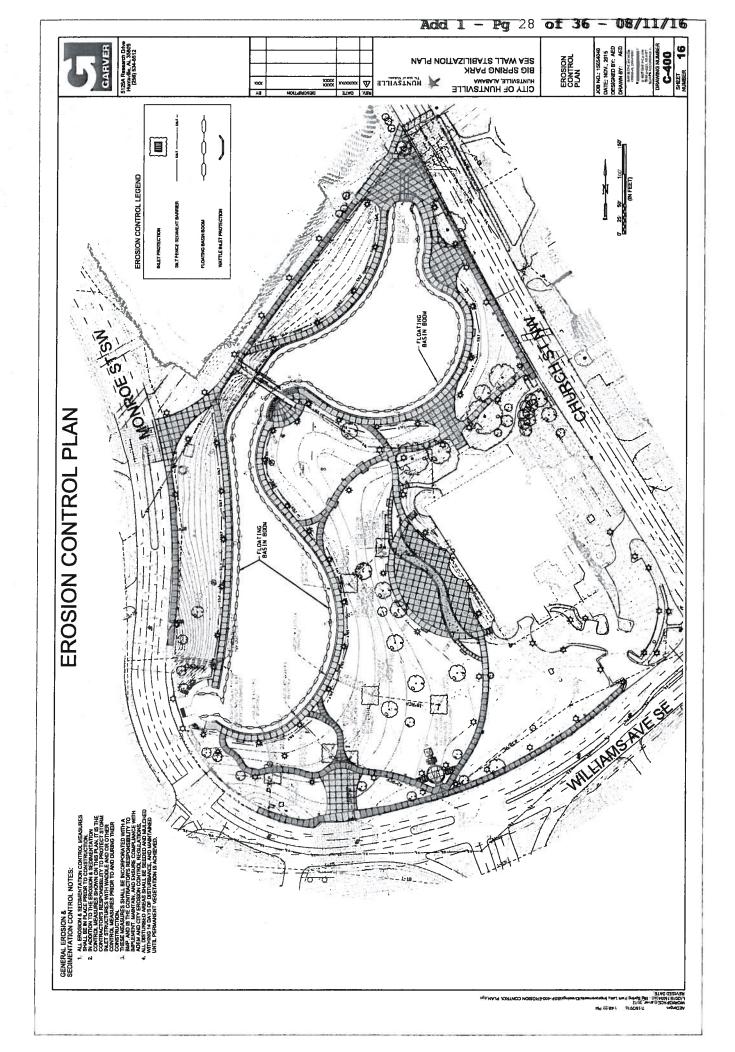


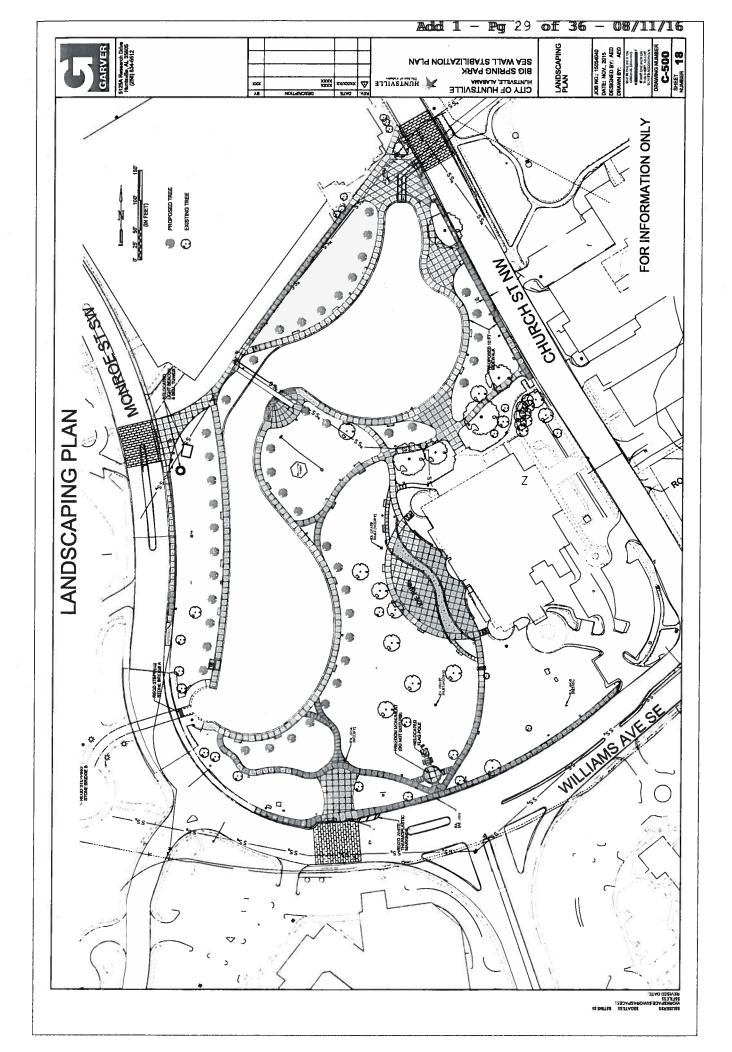


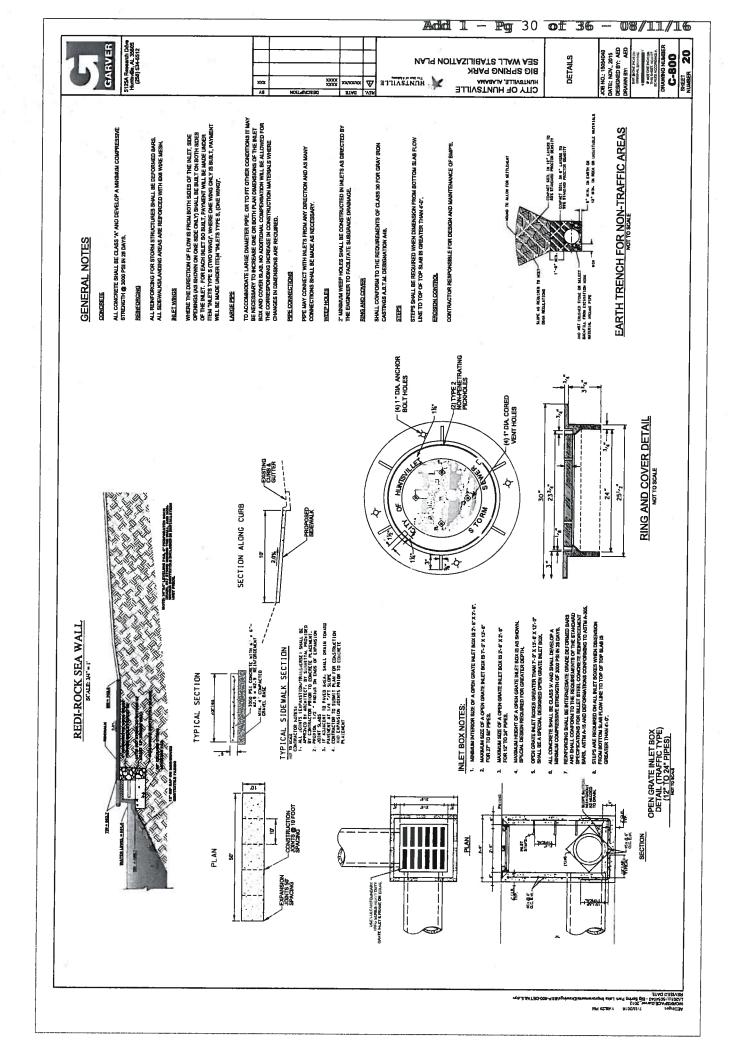


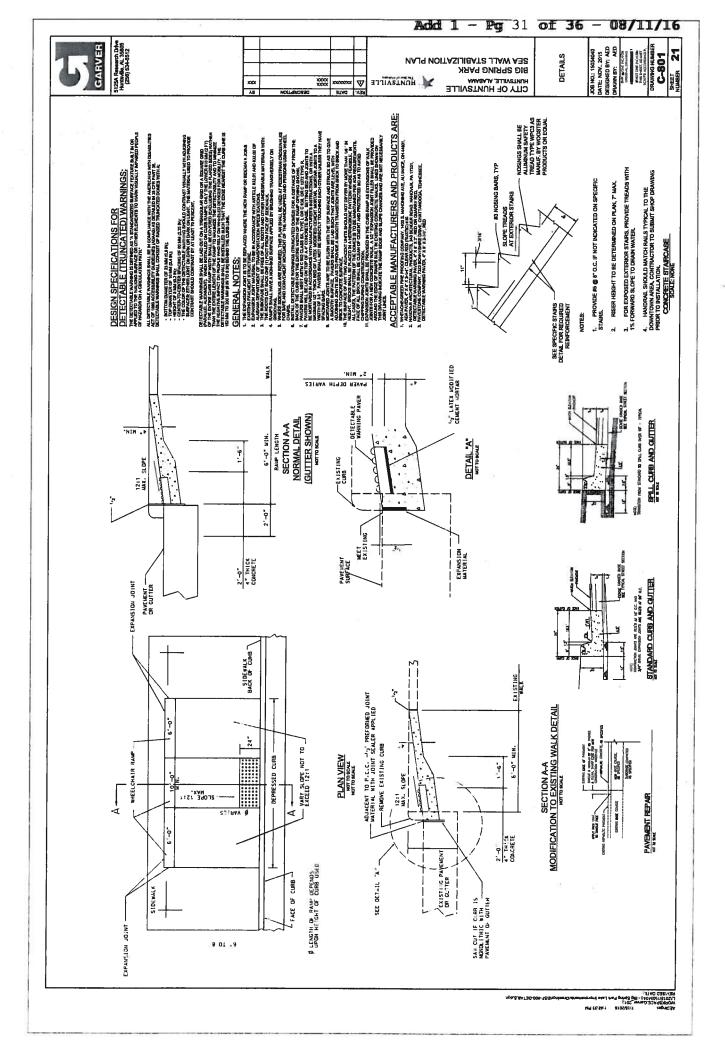


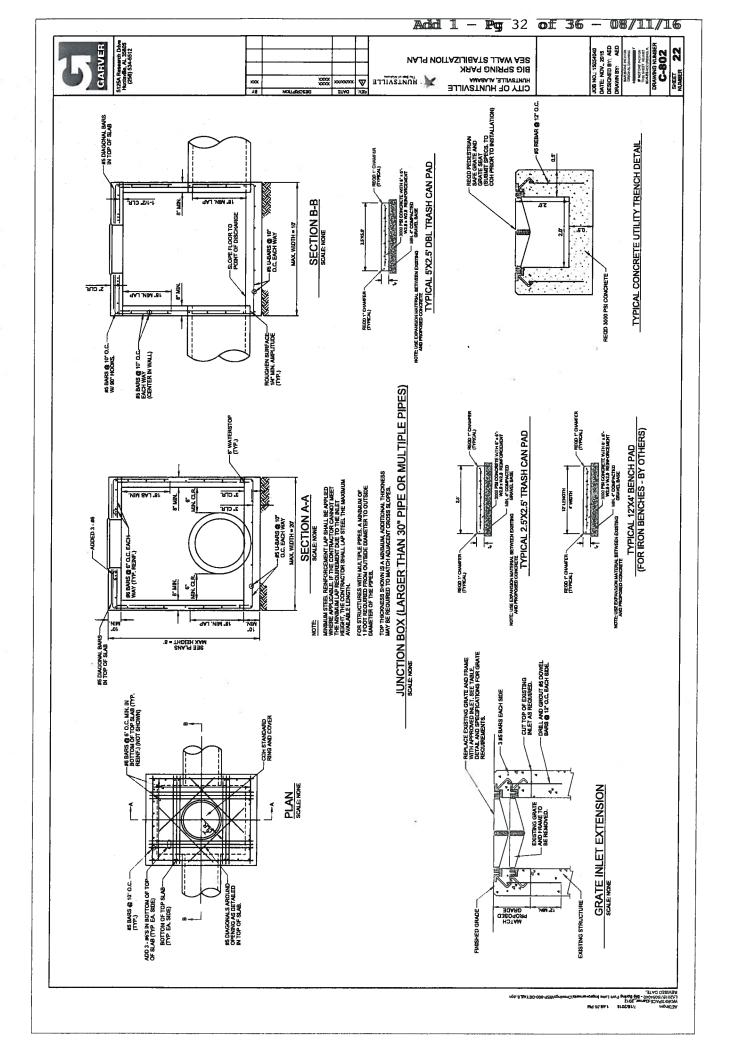


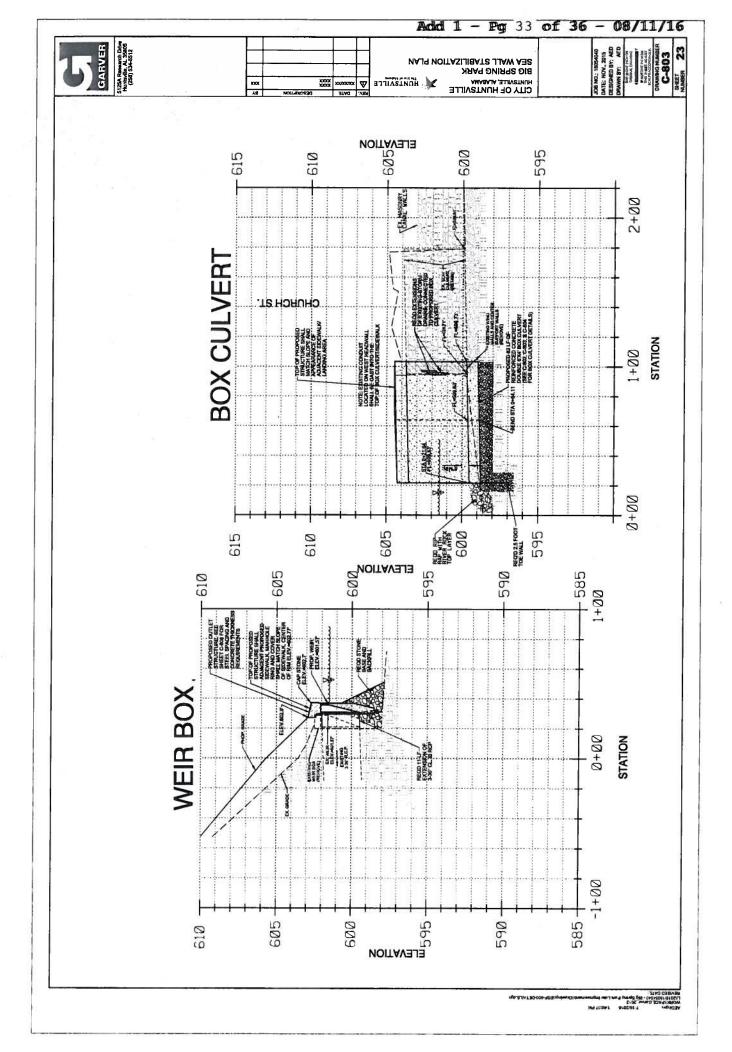


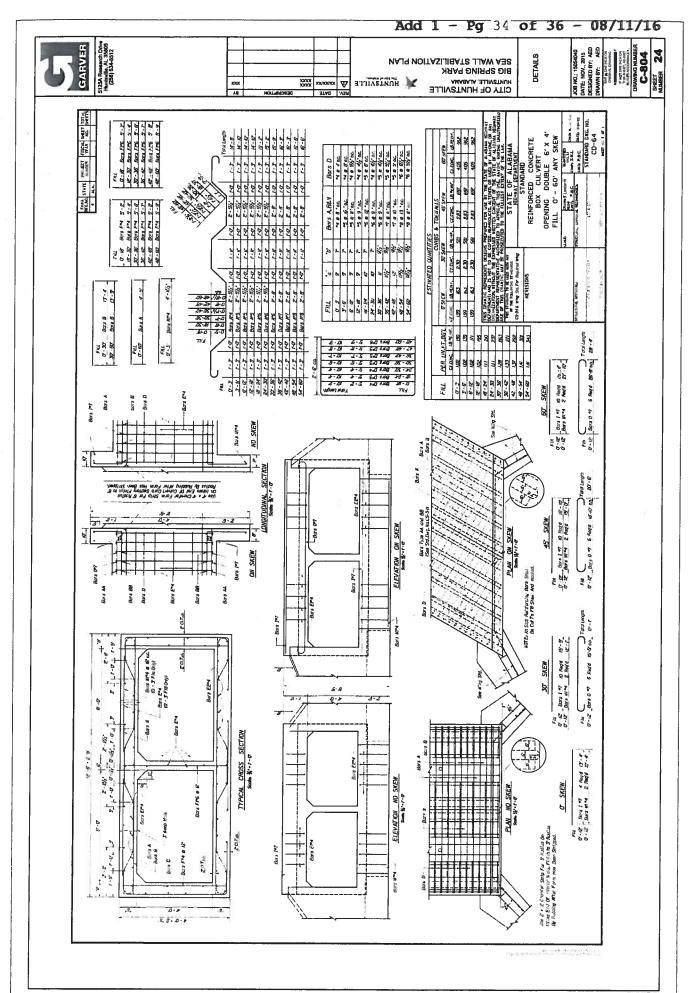


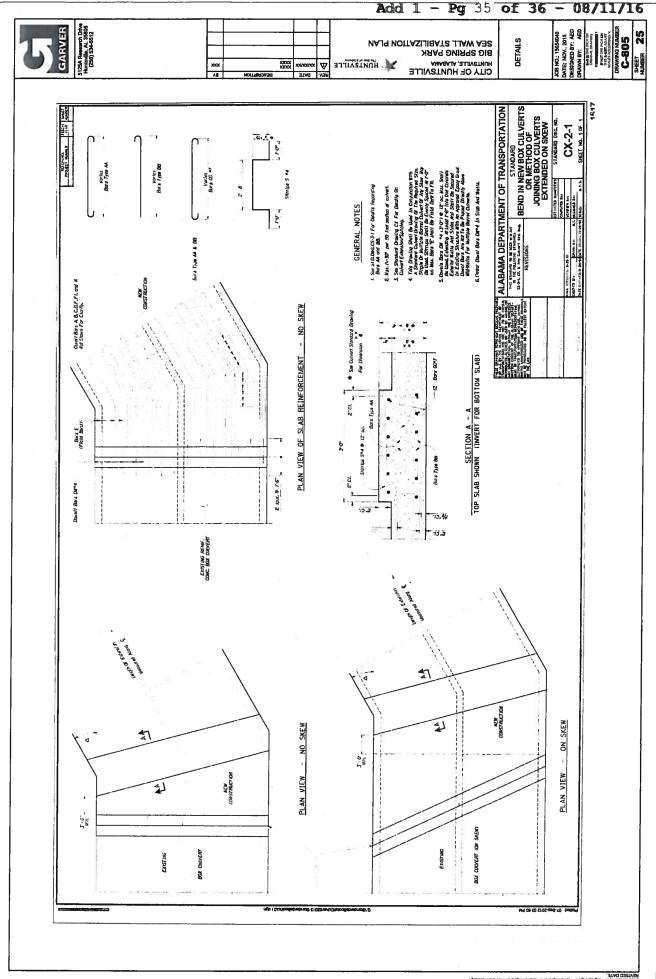


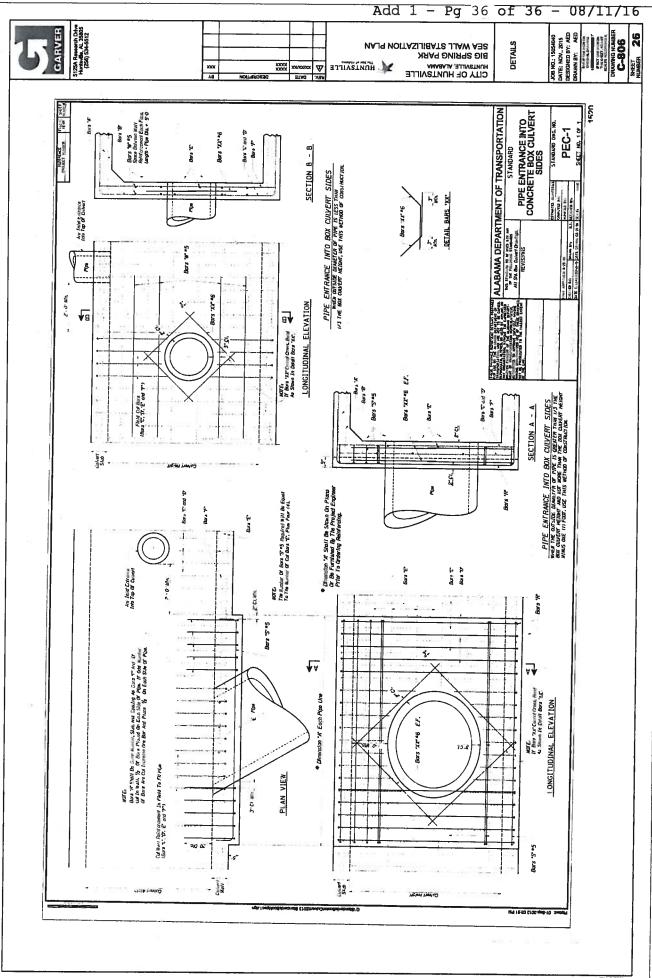














Kathy Martin, P.E.

Director
City Engineer

Urban Development Department Engineering Division

Project No. 65-15-DR05 July 22, 2016

Addendum #2

CLARIFICATIONS

Bid Item 15 & 19 Notes:

- Redi-Rock will be delivered to the site-accepted and unloaded by City forces.
- Capping stones will require cutting to fit radius of pond.
- Bottom blocks may require cutting at end of runs or where drainage pipes connect through wall.
- Where drainage pipes connect through wall, pipe shall be cut off to face of wall and a concrete collar poured. The collar shall be the height and thickness of the base block and a width 6" wider than outer shell of pipe.
- Cost of the collar will be paid for as Minor Structure Concrete (Bid Item #19) in cubic yards used. Cost of cutting pipe will be a subsidiary obligation to Minor Structure Concrete.
- The wall will require approximately 630 middle blocks without domes, 22 middle blocks with domes for the 2 block height section around culvert, and 630 cap stones.
- Specs for Redi-Rock blocks are attached to this Addendum.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineering/bidlist.. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Redi-Rock Specs

END OF ADDENDUM #2
The Star of Alabama

Redi-Rock 28" (710 mm) Retaining Blocks

The Redl-Rock 28" (710mm) Retaining wall blocks are machine-placed, wet-cast, precast modular block units manufactured from first-purpose, non-reconstituted concrete and intended for use in the construction of dry-stacked modular retaining wall systems. The block units are manufactured from structural-grade concrete mixes in accordance with ASTM C94 or ASTM C685 that produce a finished unit with excellent resistance to freeze-thaw, deicing chemical exposure, and submerged conditions in both fresh water and salt water applications. All Redi-Rock Retaining wall products are manufactured and distributed through an international network of individually-owned, licensed precast concrete manufacturers.

DIMENSIONAL PROPERTIES

DIMENSIONS (1)	TOP	MIDDLE	воттом	HALF TOP	HALF MIDDLE	HALF BOTTOM
HEIGHT (FRONT OF BLOCK)	18 ± ¾ ₆ (457 ± 5)	18 ± ¾ ₆ (457 ± 5)	18 ± ¾ ₆ (457 ± 5)	18 ± ¾ ₆ (457 ± 5)	18 ± ¾ ₈ (457 ± 5)	18 ± 3/ ₆ (457 ± 5)
HEIGHT (BACK OF BLOCK)	13 ± ¾ ₈ (330 ± 5)	18 ± ¾ ₆ (457 ± 5)	18 ± ¾ ₆ (457 ± 5)	13 ± ¾ ₆ (330 ± 5)	18 ± 3/ ₈ (457 ± 5)	18 ± 3/16 (457 ± 5)
LENGTH (FRONT OF BLOCK)	72	46 ½ ± ½ (1172 ± 13))		22 ¹³ / ₁₆ ± 1/ ₄ (579 ± 6)	
LENGTH (BACK OF BLOCK)		40 ± ½ (1016 ± 13)			16 ¹³ / ₁₆ ± ½ (427 ± 6)	
WIDTH	22 %	±½ (575 ± 13) FORM	LINE TO BACK OF	BLOCK AND ±5	5 ¾ (136) FACE TEX	TURE
CONCRETE VOLUME	TOP	MIDDLE	воттом	HALF TOP	HALF MIDDLE	HALF BOTTOM
LIMESTONE/COBBLESTONE FACE	±8.57 ft ³ (0.243 m ³)	±11.28 ft ³ (0.319 m ³)	±12.19 ft ³ (0.345 m ³)	±4.01 ft ³ (0.113 m ³)	±5.23 ft ³ (0.148 m ³)	±5.66 ft ³ (0.160 m ³
LEDGESTONE FACE	±8.07 ft ³ (0.229 m ³)	±10.78 ft ³ (0.305 m ³)	±11.70 ft ³ (0.331 m ³)	±3.76 ft ³ (0.106 m ³)	±4.98 ft ³ (0.141 m ³)	±5.41 ft ³ (0.153 m ³)
SHIPPING/HANDLING WEIGHT (2)	TOP	MIDDLE	воттом	HALF TOP	HALF MIDDLE	HALF BOTTOM
LIMESTONE/COBBLESTONE FACE	± 1229 lb (557 kg)	± 1613 lb (732 kg)	± 1744 lb (791 kg)	± 573 lb (260 kg)	± 748 lb (339 kg)	± 809 lb (367 kg)
LEDGESTONE FACE	± 1158 lb (525 kg)	± 1542 lb (699 kg)	± 1672 lb (758 kg)	± 538 lb (244 kg)	± 713 lb (323 kg)	± 774 lb (351 kg)

⁽¹⁾ All dimensions are inches (mm).

CONCRETE MIX PROPERTIES (2)

FREEZE THAW EXPOSURE CLASS (4)	MINIMUM 28 DAY COMPRESSIVE STRENGTH (5)	MAXIMUM WATER CEMENT RATIO	NOMINAL MAXIMUM AGGREGATE SIZE	AGGREGATE CLASS DESIGNATION (8)	AIR CONTENT (7)
MODERATE	4,000 psi (27.6 MPa)	0.45	1 inch (25 mm)	3M	4.5% ± 1.5%
SEVERE	4,000 psi (27.6 MPa)	0.45	1 inch (25 mm)	38	6.0% ± 1.5%
VERY SEVERE	4,500 psi (30.0 MPa)	0.40	1 inch (25 mm)	48	6.0% ± 1.5%
MAXIMUM WATER-SOLU	BLE CHLORIDE ION (CI) CONTEN	T IN CONCRETE, PER	CENT BY WEIGHT OF CE	MENT (8)	0.015
MAXIMUM CHLORIDE AS	CI CONCENTRATION IN MIXING	WATER, PARTS PER I	MILLION		1000
MAXIMUM PERCENTAGE	OF TOTAL CEMENTITIOUS MATE	RIALS BY WEIGHT (9)	(VERY SEVERE EXPOSE	IRE CLASS ONLY)	
FLY ASH OR OTHER POZ	ZOLANS CONFORMING TO ASTM	1 C618			25
SLAG CONFORMING TO	ASTM C989	_			50
SILICA FUME CONFORM	ING TO ASTM C1240				10
TOTAL OF FLY ASH OR (OTHER POZZOLANS, SLAG, AND S	SILICA FUME (10)			50
TOTAL OF FLY ASH OR (OTHER POZZOLANS AND SILICA F	UME (10)			35

⁽³⁾ Concrete mix properties are in general accordance with ACI 318 durability requirements. Research has shown that concrete manufactured to these standards demonstrates good durability and performance. When these requirements are followed, specific freeze-thaw testing of the concrete is typically NOT required.
(4) Exposure class is as described in ACI 318. "MODERATE" describes concrete that is exposed to freezing and thawing cycles and occasional exposure to moisture. "SEVERE" describes concrete that is exposed to freezing and thawing cycles and in continuous contact with moisture. "VERY SEVERE" describes concrete that is exposed to freezing and thawing cycles and in continuous contact with moisture. Exposure class should be specified by owner/purchaser prior to order placement. Longer lead times may be required for block units manufactured for "severe" and "very severe" exposure classes.
(5) Test method ASTM C39.

⁽²⁾ Weight shown is based on an assumed concrete unit weight of 143 lb/ft 3 (2291 kg/m³). Actual weights will vary.

⁽⁶⁾ Defined in ASTM C33 Table 3 Limits for Deleterious Substances and Physical Property Requirements of Coarse Aggregate for Concrete.

⁽⁷⁾ Test method ASTM C231.

⁽⁸⁾ Test method ASTM C1218 at age between 28 and 42 days.

⁽⁹⁾ The total cementitious material also includes ASTM C150, C595, C845, and C1157 cement. The maximum percentages shall include:

⁽a) Fly ash or other pozzolans in type IP, blended cement, ASTM C595, or ASTM C1157.

⁽b) Slag used in the manufacture of an IS blended cement, ASTM C595, or ASTM C1157.

⁽c) Silica fume, ASTM C1240, present in a blended cement.

⁽¹⁰⁾ Fly ash or other pozzolans and silica fume shall constitute no more than 25 and 10 percent, respectively, of the total weight of the cementitious materials.

Redi-Rock 28" (710 mm) Retaining Blocks

DESIGN PROPERTIES

HORIZONTAL SETBACK	WALL FACE BATTER C	PTIONS	BLOCK TO BLOCK INTERFACE SHEAR (12)
10 inch (254 mm) KNOB	1 % inch (41 mm) PE	R BLOCK COURSE (5.2° BATTER)	V = 6,061 + N tan 44° ≤ 11,276 lb/ft (88.4 + N tan 44° ≤ 164.5 kN/m)
7½ inch (190 mm) KNOB	¾ inch (10 mm) PER	BLOCK COURSE (1.2° BATTER)	V = 1,178 + N tan 54° ≤ 10,970 lb/ft (17.2 + N tan 54° ≤ 160.1 kN/m)
6 3/4 inch (171 mm) KNOB	NO SETBACK (NO B	ATTER) (11)	V = 1,178 + N tan 54° ≤ 10,970 lb/ft (17.2 + N tan 54° ≤ 160.1 kN/m)
INFILLED UNIT WEIGHT FOR WALL STABILITY CA		ALCULATIONS (13)	
LIMESTONE / COBBLESTO	NE BLOCKS		127 lb/ft ³ (2082 kg/m³)
LEDGESTONE BLOCKS			122 lb/ft ³ (1954 kN/m³)
MINIMUM CONSTRUCTION	RADIUS (14)		
CONCAVE CURVE			14 ft 6 in (4.42 m)
CONVEX CURVE			14 ft 6 in (4.42 m)

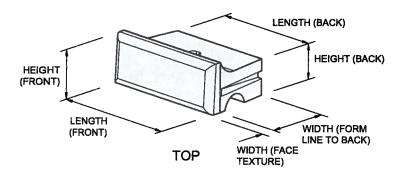
⁽¹¹⁾ Special consideration should be given to the design of vertical retaining walls subject to active lateral earth pressure.

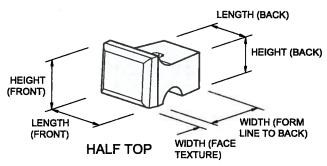
(12) Values based on full scale testing performed in October 2011. Copies of the full test reports are available at www.redi-rock.com.

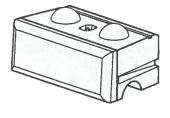
(13) The infilled unit weights shown here are based on an assumed concrete unit weight of 143 lb/ft 3 (2291 kg/m³) and an assumed soil unit weight of 100 lb/ft 3 (1602 kN/m³). They are reference values. Several factors can cause the unit weights of both concrete and infill soil to vary. The designer should use sound engineering judgement when assigning an infilled unit weight value for analysis.

engineering judgement when assigning an infilled unit weight value for analysis.

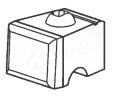
(14) The minimum construction radius stated is applicable to both concave and convex curved retaining wall sections. Increases to this minimum radius are required to account for wall batter. Special consideration should be given to block selection, facing batter, and wall height when selecting the minimum radius for the final wall alignment.



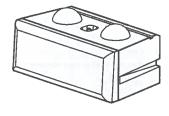




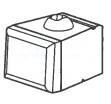
MIDDLE



HALF MIDDLE



BOTTOM



HALF BOTTOM

Revised 032315

Redi-Rock 28" (710 mm) & 41" (1030 mm) Positive Connection (PC) Retaining Blocks

The Redi-Rock 28" (710mm) & 41" (1030mm) Positive Connection retaining wall blocks are machine-placed, wet-cast, precast modular block units manufactured from first-purpose, non-reconstituted concrete and intended for constructing dry-stacked modular retaining wall systems. The block units are manufactured from structural-grade concrete mixes in accordance with ASTM C94 or ASTM C685 that produce a finished unit with excellent resistance to freeze-thaw, deicing chemical exposure, and submerged conditions in both fresh water and salt water applications. All Redi-Rock Retaining wall products are manufactured and distributed through an international network of individually-owned, licensed precast concrete manufacturers.

DIMENSIONAL PROPERTIES

DIMENSIONS (1)	TOP - 28" (710)	MIDDLE - 28" (710)	BOTTOM - 28" (710)	TOP - 41" (1030)	MIDDLE - 41" (1030)	BOTTOM - 41" (1030
HEIGHT (FRONT OF BLOCK)	18 ± ¾ ₆ (457 ± 5)	18 ± ¾ ₆ (457 ± 5)	18 ± ¾ ₈ (457 ± 5)	18 ± ¾ ₈ (457 ± 5)	18 ± ¾ ₆ (457 ± 5)	18 ± ¾ ₆ (457 ± 5)
HEIGHT (BACK OF BLOCK)	13 ± ¾ ₆ (330 ± 5)	18 ± ¾ ₆ (457 ± 5)	18 ± ¾ ₈ (457 ± 5)	13 ± ¾6 (330 ± 5)	18 ± ¾6 (457 ± 5)	18 ± 3/ ₈ (457 ± 5)
LENGTH (FRONT OF BLOCK)		46 ½ ± ½ (1172 ± 13)		46 1/2 ± 1/2 (1172 ± 13)	
LENGTH (BACK OF BLOCK)		40 ± ½ (1016 ± 13)			36 %" ± ½ (930 ± 13)	
WIDTH	22 ½ ±½ (575 ±	13) PLUS ±5 % (13	6) FACE TEXTURE	35 ½ ± ½ (892 ±	13) PLUS ± 5 % (136	FACE TEXTURE
CONCRETE VOLUME	TOP - 28" (710)	MIDDLE - 28" (710)	BOTTOM - 28" (710)	TOP - 41" (1030)	MIDDLE - 41" (1030)	BOTTOM - 41" (1030)
LIMESTONE/COBBLESTONE FACE	±8.16 ft ³ (0.231 m ³)	±10.62 ft ³ (0.301 m ³)	±11.34 ft ³ (0.321 m ³)	±11.38 ft ³ (0.322 m ³)	±15.19 ft ³ (0.430 m ³)	±15.92 ft ³ (0.451 m ³)
LEDGESTONE FACE	±7.67 ft ³ (0.217 m ³)	±10.12 ft ³ (0.287 m ³)	±10.85 ft ³ (0.307 m ³)	±10.88 ft ³ (0.308 m ³)	±14.69 ft ³ (0.416 m ³)	±15.42 ft ³ (0.437 m ³)
SHIPPING/HANDLING WEIGHT (2)	TOP - 28" (710)	MIDDLE - 28" (710)	BOTTOM - 28" (710)	TOP - 41" (1030)	MIDDLE - 41" (1030)	BOTTOM - 41" (1030)
LIMESTONE/COBBLESTONE FACE	± 1167 lb (529 kg)	± 1518 lb (689 kg)	± 1622 lb (736 kg)	± 1627 lb (738 kg)	±2172 lb (985 kg)	± 2276 lb (1032 kg)
LEDGESTONE FACE	± 1096 lb (497 kg)	± 1447 lb (656 kg)	± 1551 lb (703 kg)	± 1556 lb (706 kg)	± 2101 lb (953 kg)	± 2205 lb (1000 kg)

⁽¹⁾ All dimensions are inches (mm).

CONCRETE MIX PROPERTIES (3)

FREEZE THAW EXPOSURE CLASS (4)	MINIMUM 28 DAY COMPRESSIVE STRENGTH (5)	MAXIMUM WATER CEMENT RATIO	NOMINAL MAXIMUM AGGREGATE SIZE	AGGREGATE CLASS DESIGNATION ⁽⁶⁾	AIR CONTENT (7)
MODERATE	4,000 psi (27.6 MPa)	0.45	1 inch (25 mm)	3M	4.5% ± 1.5%
SEVERE	4,000 psi (27.6 MPa)	0.45	1 inch (25 mm)	3S	6.0% ± 1.5%
VERY SEVERE	4,500 psi (30.0 MPa)	0.40	1 inch (25 mm)	48	6.0% ± 1.5%
MAXIMUM WATER-SOLU	BLE CHLORIDE ION (CI) CONTEN	IT IN CONCRETE, PER	CENT BY WEIGHT OF CE	MENT (8)	0.015
MAXIMUM CHLORIDE AS	CI" CONCENTRATION IN MIXING	WATER, PARTS PER I	MILLION		1000
MAXIMUM PERCENTAGE	OF TOTAL CEMENTITIOUS MATE	RIALS BY WEIGHT (9.	11) (VERY SEVERE EXPO	SURE CLASS ONLY)	
FLY ASH OR OTHER POZ	ZOLANS CONFORMING TO ASTM	C618			25
SLAG CONFORMING TO	ASTM C989				50
SILICA FUME CONFORM	ING TO ASTM C1240				10
TOTAL OF FLY ASH OR	OTHER POZZOLANS, SLAG, AND S	SILICA FUME (10)			50
TOTAL OF FLY ASH OR	OTHER POZZOLANS AND SILICA F	UME (10)			35
ALKALI-AGGREGATE RE	ACTIVITY MITIGATION PER ACI 20)1			

⁽³⁾ Concrete mix properties are in general accordance with ACI 318 durability requirements. Research has shown that concrete manufactured to these standards demonstrates good durability and performance. When these requirements are followed, specific freeze-thaw testing of the concrete is typically NOT required.
(4) Exposure class is as described in ACI 318. "MODERATE" describes concrete that is exposed to freezing and thawing cycles and occasional exposure to moisture. "SEVERE" describes concrete that is exposed to freezing and thawing cycles and in continuous contact with moisture. "VERY SEVERE" describes concrete that is exposed to freezing and thawing cycles and in continuous contact with moisture and exposed to deicing chemicals. Exposure class should be specified by owner/purchaser prior to order placement. Longer lead times may be required for block units manufactured for "severe" and "very severe" exposure classes.
(5) Test method ASTM C39.

⁽²⁾ Weight shown is based on an assumed concrete unit weight of 143 lb/ft 3 (2291 kg/m³). Actual weights will vary.

⁽⁶⁾ Defined in ASTM C33 Table 3 Limits for Deleterious Substances and Physical Property Requirements of Coarse Aggregate for Concrete.

⁽⁷⁾ Test method ASTM C231.

⁽⁸⁾ Test method ASTM C1218 at age between 28 and 42 days.

⁽⁹⁾ The total cementitious material also includes ASTM C150, C595, C845, and C1157 cement. The maximum percentages shall include:

⁽a) Fly ash or other pozzolans in type IP, blended cement, ASTM C595, or ASTM C1157.

⁽b) Slag used in the manufacture of an IS blended cement, ASTM C595, or ASTM C1157.

⁽c) Silica fume, ASTM C1240, present in a blended cement.

⁽¹⁰⁾ Fly ash or other pozzolans and silica fume shall constitute no more than 25 and 10 percent, respectively, of the total weight of the cementitious materials.

(11) Prescriptive limits shown may be waived for concrete mixes that demonstrate excellent freeze/thaw durability in a detailed and current testing program.

Redi-Rock 28" (710 mm) & 41" (1030 mm) Positive Connection (PC) Retaining Blocks

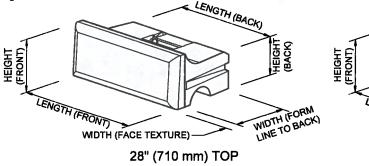
DESIGN PROPERTIES

HORIZONTAL SETBACK	WALL FACE BATTER OPTIONS	a, Wall	BLOCK TO BLOCK INTER	RFACE SHEAR (13)	
10 inch (254 mm) KNOB	1 % inch (41 mm) PER BLOCK COURSE	(5.2° BATTER)	V = 6,061 + N tan 44° ≤ 11	1,276 lb/ft (88.4 + N tan 44° ≤ 164.5 kN/m)	
7 ½ inch (190 mm) KNOB	% inch (10 mm) PER BLOCK COURSE (1	.2° BATTER)	V = 1,178 + N tan 54° ≤ 10	,970 lb/ft (17.2 + N tan 54° ≤ 160.1 kN/m)	
6 ¾ inch (171 mm) KNOB	NO SETBACK (NO BATTER) (12)		V = 1,178 + N tan 54° ≤ 10	0,970 lb/ft (17.2 + N tan 54° ≤ 160.1 kN/m)	
INFILLED UNIT WEIGHT FO	FILLED UNIT WEIGHT FOR WALL STABILITY CALCULATIONS (14) MESTONE / COBBLESTONE BLOCKS		TIVE CONNECTION UNIT	41" (1030) POSITIVE CONNECTION UNIT	
LIMESTONE / COBBLESTO			kg/m³)	126 lb/ft ³ (2018 kg/m ³)	
LEDGESTONE BLOCKS		120 lb/ft³ (1921	kg/m ³)	123 lb/ft ³ (1970 kg/m ³)	
MINIMUM CONSTRUCTION	RADIUS (15)				
CONCAVE CURVE			14 ft 6 in (4.42 m)		
CONVEX CURVE		200	14 ft 6 in (4.42 m)		

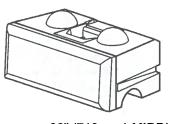
⁽¹²⁾ Special consideration should be given to the design of vertical retaining walls subject to active lateral earth pressure.

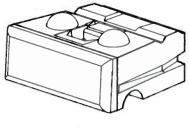
engineering judgement when assigning an infilled unit weight value for analysis.

(15) The minimum construction radius stated is applicable to both concave and convex curved retaining wall sections. Increases to this minimum radius are required to account for wall batter. Special consideration should be given to block selection, facing batter, and wall height when selecting the minimum radius for the final wall alignment.



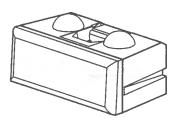
WIDTH (FACE TEXTURE)
WIDTH (FORM LINE TO BACK)
WIDTH (1030 mm) TOP

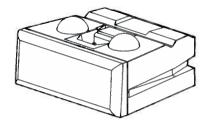






41" (1030 mm) MIDDLE





28" (710 mm) BOTTOM

41" (1030 mm) BOTTOM

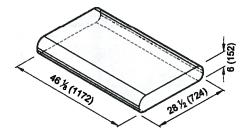
Revised 032315

⁽¹³⁾ Values based on full scale testing performed in October 2011. Copies of the full test reports are available at www.redi-rock.com.

⁽¹⁴⁾ The infilled unit weights shown here are based on an assumed concrete unit weight of 143 lb/ft ³ (2291 kg/m³) and an assumed soil unit weight of 100 lb/ft ³ (1602 kg/m³). They are reference values. Several factors can cause the unit weights of both concrete and infill soil to vary. The designer should use sound engineering judgement when assigning an infilled unit weight value for analysis.

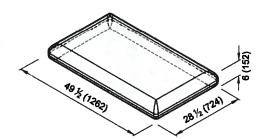
TWO-SIDED

Block Weight: Block Volume: 631 lb (286 kg) 4.42 ft³ (0.125 m³)



FOUR-SIDED

Block Weight: Block Volume: 665 ib (302 kg) 4.65 ft³ (0.132 m³)



- 1. Units for dimensions are inches (mm), typical unless noted otherwise.
- 2. Confirm block production with licensed Redi-Rock manufacturer.
- 3. Actual block volumes and weights may vary.
- 4. Weights are based upon a concrete density of 143 lb/ft³ (2291 kg/m³).

SHEET:	1 of 2	FILE:	Redi-Rock Block Library 080315.dwg
DATE:	3JUN2015		ACCESSORIES (CAP AND STEP BLOCKS)
APPROVED BY:	JRJ		Block Library
DRAWN BY:	BWL	TITLE:	Plack Library

PEDITOR

05481 US 31 SOUTH, CHARLEVOIX, MI 49720
(866) 222-8400 ext 3010 • engineering@redi-rock.com



Kathy Martin, P.E.

Director
City Engineer

Urban Development Department Engineering Division

BIG SPRING PARK SEAWALL STABILIZATION Project No. 65-15-DR05 July 25, 2016

Addendum #3

Attachment "A" is amended as follows:

Replace bid quantities with "replacement", **Attachment "A1"**. Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A1"**. Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

Any bidder who designates a change on the outside of the envelope understands that
any deletions or additions designated, bidder must further indicate the particular bid item
relative to the deletion or addition, even if the deletion or addition references to deduct or
add to the Total Base Bid.

QUANTITIES REVISIONS

Delete

PORTABLE CHAIN LINK FENCING WITH MESH PRIVACY SCREEN, TO INCLUDE MAINTAINED AND RELOCATION AS REQUIRED FOR PHASING, COMPLETE IN PLACE 3500 LF

Add

3 6 FT PORTABLE CHAIN LINK FENCING WITH MESH PRIVACY SCREEN, TO INCLUDE MAINTAINED AND RELOCATION AS REQUIRED FOR PHASING, COMPLETE IN PLACE 3500 LF

Delete

30 THERMOPLASTIC CROSSWALK MARKINGS, BRICK PATTERN, COMPLETE IN-PLACE 15,000 SF

The Star of Alabama

Delete

1-1 ICE RINK PAD - MAIN AREA TO INCLUDE CONNECTED BENCH PADS, 4000 PSI CONCRETE, COMPLETE IN-PLACE 2055 SY

<u>Add</u>

1-1 ICE RINK PAD - MAIN AREA TO INCLUDE CONNECTED BENCH PADS, 4500 PSI CONCRETE, COMPLETE IN-PLACE 2055 SY

Delete

3-3 CONCRETE STEEPING STONES, COMPLETE IN PLACE 37 SY

<u>Add</u>

3-3 CONCRETE STEPPING STONES, COMPLETE IN PLACE 37 SY

Add

Bid Option No. 4 (Crosswalk Thermoplastic)

4-1 THERMOPLASTIC CROSSWALK MARKINGS, BRICK PATTERN, COMPLETE IN-PLACE 15,000 SF

Clarification

Bid Option No. 4 -

Material for thermoplastic crosswalks shall be Traffic Patterns by Ennis-Flint or approved equivalent. The specifications for the product are attached. The required pattern and color combination for the marking will be determined by the Project Engineer but will be standard pattern and color combination. A 2ft by 2ft mockup application of the selected color and pattern will be required prior to placement on the project.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineering/bidlist. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Revised Quantities-Attachment A1

Specification Interconnected Preformed Thermoplastic Paving Marking Material

	ATTACHMENT "A1"				7/25/2016
	Big Spring Park Seawall Stabilization Plan Project No. 65-15-DR05				
	UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
-	CLEARING AND GRUBBING, INCLUDE, ES ALL DEMOLITION/REMOVAL ITEMS	-	ST		\$0.00
2	MOBILIZATION	_	SI		\$0.00
က	6 FT PORTABLE CHAIN LINK FENCING WITH MESH PRIVACY SCREEN, TO INCLUDE MAINTAINED AND RELOCATION AS REQUIRED FOR PHASING, COMPLETE IN PLACE	3500	4		\$0.00
4	ALDOT #2 STONE (CONSTRUCTION ENTRANCES)	200	NOT		\$0.00
ro	6" DENSE GRADED BASE (ALDOT 825B)(COMPACTED AND COMPLETE IN-PLACE	100	S⊀		\$0.00
9	ASPHALT MILLING (0-2")	200	λS		\$0.00
7	2" ASPHALT BINDER, ALDOT 424 MIX, 1/2" MAX. AGG.	200	TON		\$0.00
		,			
∞	1.5" ASPHALT WEARING SURFACE, ALDOT 424 MIX, 1/2" MAX. AGG.	200	NOT		\$0.00
6	TYPE 'N' CURB, COMPLETE IN-PLACE	120	F		\$0.00

	ATTACHMENT "A1"			7/25/2016
	Big Spring Park Seawall Stabilization Plan			
	Project No. 65-15-DR05			
	UNIT BID SHEET			
10	SLOPED PAVED CONCRETE, FOR USE IN SIDEWALKS, PATIOS AND PADS, TO INCLUDE BEDDING AND FINISHING, COMPLETE IN PLACE	7085	λS	\$0.00
11	CONCRETE UTILITY TRENCH, INCLUDING VEHICLE & PEDESTRIAN SAFE GRATE, COMPLETE IN-PLACE	41	4	\$0.00
12	12" REINFORCED CONCRETE PIPE, CLASS 3,	12	<u> </u>	00.08
13	18" REINFORCED CONCRETE PIPE, CLASS 3,	16	<u> </u>	00'0\$
4	30" REINFORCED CONCRETE PIPE, CLASS 3,	33	ㅂ	\$0.00
र्ट	WALL INSTALLATION, COMPLETE IN-PLACE, INCLUDES ALL TIES TO EXISTING WALLS OR	2315	<u></u>	\$0.00
	STRUCTURES, SEE DETAIL ON SHEET 20			
9	ROUNDED RIVER ROCK (6" MIN DIA.) PLACED DOWN THE SLOPE FROM THE BASE OF ROCK WALL,	1500	TON	\$0.00
;		000		
2	SEPARATION GEOTEXTILE PABRIC	3000	λS	\$0.00
18	LOOSE RIP-RAP, CLASS 1	200	NOT	\$0.00
19	MINOR STRUCTURE CONCRETE	10	ζ	\$0.00

	ATTACHMENT "A1"				7/25/2016
	Big Spring Park Seawall Stabilization Plan				
	Project No. 65-15-DR05				
	UNIT BID SHEET				
50	APPROXIMATELY 82 LF OF DOUBLE 6'X4' BOX CULVERT INCLUDES TOE WALLS, CONNECTION TO EXISTING CULVERT, ENCASING OF EXISTING CONDUITS, ALL COST FOR DEWATERING/BYPASS PUMPING/ETC. INCLUDES ANY PIPE CONNECTIONS. TOP SLAB SHALL MATCH CHARACTER OF ADJACENT SIDEWALK/LANDING AREAS. COMPLETE IN-PLACE	-	rs F		\$0.00
21	STEPPING STONE BRIDGES AT MONROE STREET CANNAL., COMPLETE IN-PLACE	2	EA		\$0.00
22	CONCRETE STAIRS, NORTH SIDE OF ART MUSEUM, COMPLETE IN-PLACE, INCLUDES HANDRAILS, CONTRACTOR REQUIRED TO SUBMIT SHOP DRAWINGS FOR STAIRS AND HAND RAILS FOR APPROVAL PRIOR TO PLACEMENT	-	r _S		\$0.00
23	STEPS TO LAKE LOCATED AT THE "RED BRIDGE" CAST IN-PLACE, COMPLETE IN-PLACE	-	នា	#	\$0.00
24	WEIR BOX, COMPLETE IN-PLACE	-	SI		\$0.00
25	FLOATING BASIN BOOM, COMPLETE IN-PLACE, INCLUDES ALL MAINTENANCE AND REMOVAL/DISPOSAL	3000	5		\$0.00
26	SILT FENCE, WIRE REINFORCED, INCLUDES REMOVAL AND DISPOSAL	2500	H.		\$0.00

	ATTACHMENT "A1"				7/25/2016
	Big Spring Park Seawall Stabilization Plan Project No. 65-15-DR05				
	UNIT BID SHEET				
27	WATTLES, COMPLETE IN-PLACE, INCLUDES REMOVAL AND DISPOSAL	200	F	+	\$0.00
28	CONSTRUCTION SIGNS, COMPLETE IN-PLACE, INCLUDES POST AND REMOVAL/RELOCATION	400	SF		\$0.00
29	CHANNELIZATION DRUMS	200	EA		\$0.00
30	THERMOPLASTIC CROSSWALK MARKINGS, BRICK-PATTERN, COMPLETE IN PLACE	15,000	\$£	\$0.00	\$0.00
31	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	2200	F		\$0.00
32	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	420	SF		\$0.00
33	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	75	SF		\$0.00
34	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	1250	-F		\$0.00
35	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	1250	4		\$0.00

Big Spring Park Seawail Stabilization Plan Project No. 65-15-DR05 36 TEMPORARY TRAFFIC STRIPE, PAINT (ANY COLOR) 2000 LF 37 PAVEMENT MARKERS AND IRRIGATION USE HANDICAP RAMPS 10 FOOT WIDE, ADA SPEC, 4 EA INCLUDING TRUNCATED DOMES 1-1-1 CONNECTED BENCH PADS, 4500 PSI CONCRETE, COMPLETE IN-PLACE COMPLETE IN-PLACE, SEE DETAIL 1-2 COMPLETE IN-PLACE, SEE DETAIL 1-3 COMPLETE IN-PLACE, SEE DETAIL 1-4 COMPLETE IN-PLACE, SEE DETAIL 1-5 COMPLETE IN-PLACE, SEE DETAIL 1-7 COMPLETE IN-PLACE, SEE DETAIL 1-8 COMPLETE IN-PLACE, SEE DETAIL 1-9 COMPLETE IN-PLACE, SEE DETAIL 1-1 COMPLETE IN-PLACE, SEE DETAIL 1-2 COMPLETE IN-PLACE, SEE DETAIL 1-3 COMPLETE IN-PLACE, SEE DETAIL 1-4 COMPLETE IN-PLACE, SEE DETAIL 1-5 COMPLETE IN-PLACE, SEE DETAIL 1-6 COMPLETE IN-PLACE, SEE DETAIL 1-7 COMPLETE IN-PLACE, SEE DETAIL 1-8 COMPLETE IN-PLACE, SEE DETAIL 1-9 COMPLETE IN-PLACE, SEE DETAIL 1-1 COMPLETE IN-PLACE, SEE DETAIL 1-2 COMPLETE IN-PLACE, SEE DETAIL 1-3 COMPLETE IN-PLACE, SEE DETAIL 1-4 COMPLETE IN-PLACE, SEE DETAIL 1-5 COMPLETE IN-PLACE, SEE DETAIL 1-6 COMPLETE IN-PLACE, SEE DETAIL 1-7 COMPLETE IN-PLACE, SEE DETAIL 1-8 COMPLETE IN-PLACE, SEE DETAIL 1-9 COMPLETE IN-PLACE, SEE DETAIL 1-1 COMPLETE IN-PLACE, SEE DETAIL 1-2 COMPLETE IN-PLACE, SEE DETAIL 1-3 COMPLETE IN-PLACE, SEE DETAIL 1-4 COMPLETE IN-PLACE, SEE DETAIL 1-5 COMPLETE IN-PLACE, SEE DETAIL 1-7 COMPLETE IN-PLACE, SEE DETAIL 1-8 COMPLETE IN-PLACE, SEE DETAIL 1-9 COMPLETE IN-PLACE, SEE DETAIL 1-1 COMPLETE IN-PLACE, SEE DETAIL 1-7 COMPLETE IN-PLACE, SEE DETAIL 1-7 COMPLETE IN-PLACE, SEE DETAIL 1-7 COMPLETE IN-PLACE, SEE DETAIL 1-1 COMPLETE IN-PLACE, SEE DETAIL 1-1 COMPLETE IN-PLACE, SEE DETAIL 1-1 COMPLETE IN-PLA		ATTACHMENT "A1"				7/25/2016
TEMPORARY TRAFFIC STRIPE, PAINT (ANY COLOR) PAVEMENT MARKERS 4" SCHEDULE 40 PVC SLEEVES, FOR ELECTRICAL AND IRRIGATION USE HANDICAP RAMPS 10 FOOT WIDE, ADA SPEC, INCLUDING TRUNCATED DOMES INCLUDING TRUNCATED DOMES Option No. 1 (ICE RINK - MAIN) ICE RINK PAD - MAIN AREA TO INCLUDE CONNECTED BENCH PADS, 4500 PSI CONCRETE, COMPLETE IN-PLACE ICE RINK - RAISED CONCRETE BENCHES, ICE RINK - CAST IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE STEPPING STONES, ICE RINK - CAST IN-PLACE SEE DETAIL ICE RINK - CAST IN-PLACE SEE DETAIL TOTAL OPTION NO. 1		Big Spring Park Seawall Stabilization Plan Project No. 65-15-DR05				
TEMPORARY TRAFFIC STRIPE, PAINT (ANY COLOR) 2000 PAVEMENT MARKERS 4" SCHEDULE 40 PVC SLEEVES, FOR ELECTRICAL AND IRRIGATION USE HANDICAP RAMPS 10 FOOT WIDE, ADA SPEC, INCLUDING TRUNCATED DOMES Option No. 1 (ICE RINK - MAIN) ICE RINK PAD - MAIN AREA TO INCLUDE CONNECTED BENCH PADS, 4500 PSI CONCRETE, COMPLETE IN-PLACE ICE RINK - RAISED CONCRETE BENCHES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE SEE DETAIL ICE RINK - CAST IN-PLACE, SEE DETAIL COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE SEE DETAIL COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE, SEE DETAIL COMPLETE IN-PLACE, SEE DETAIL		UNIT BID SHEET				
PAVEMENT MARKERS 4" SCHEDULE 40 PVC SLEEVES, FOR ELECTRICAL AND IRRIGATION USE HANDICAP RAMPS 10 FOOT WIDE, ADA SPEC, INCLUDING TRUNCATED DOMES TOTAL BASE BID Option No. 1 (ICE RINK - MAIN) ICE RINK PAD - MAIN AREA TO INCLUDE CONNECTED BENCH PADS, 4500 PSI CONCRETE, COMPLETE IN-PLACE ICE RINK - RAISED CONCRETE BENCHES, COMPLETE IN-PLACE ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE SEE DETAIL ICE RINK - CAST IN-PLACE SEE DETAIL	36	TEMPORARY TRAFFIC STRIPE, PAINT (ANY COLOR)	2000	4	\$0.00	00
AND IRRIGATION USE HANDICAP RAMPS 10 FOOT WIDE, ADA SPEC, INCLUDING TRUNCATED DOMES TOTAL BASE BID Option No. 1 (ICE RINK - MAIN) ICE RINK PAD - MAIN AREA TO INCLUDE CONNECTED BENCH PADS, 4500 PSI CONCRETE, COMPLETE IN-PLACE ICE RINK - RAISED CONCRETE BENCHES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE, SEE DETAIL	37	PAVEMENT MARKERS	200	EA	\$0.00	00
HANDICAP RAMPS 10 FOOT WIDE, ADA SPEC, INCLUDING TRUNCATED DOMES TOTAL BASE BID Option No. 1 (ICE RINK - MAIN) ICE RINK PAD - MAIN AREA TO INCLUDE CONNECTED BENCH PADS, 4500 PSI CONCRETE, COMPLETE IN-PLACE ICE RINK - RAISED CONCRETE BENCHES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE SEE DETAIL ICE RINK - CAST IN-PLACE SEE DETAIL COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE SEE DETAIL COMPLETE IN-PLACE, SEE DETAIL	88	SLEEVES, I	1000	F	\$0.00	00
Option No. 1 (ICE RINK - MAIN) ICE RINK PAD - MAIN AREA TO INCLUDE CONNECTED BENCH PADS, 4500 PSI CONCRETE, COMPLETE IN-PLACE ICE RINK - RAISED CONCRETE BENCHES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE, SEE DETAIL	39	HANDICAP RAMPS 10 FOOT WIDE, ADA SPEC, INCLUDING TRUNCATED DOMES	4	EA	\$0.00	00
Option No. 1 (ICE RINK - MAIN) ICE RINK PAD - MAIN AREA TO INCLUDE CONNECTED BENCH PADS, 4500 PSI CONCRETE, COMPLETE IN-PLACE ICE RINK - RAISED CONCRETE BENCHES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE SEE DETAIL ICE RINK - CAST IN-PLACE SEE DETAIL ICE RINK - CAST IN-PLACE SEE DETAIL TOTAL Option No. 1		TOTAL BASE BID			\$0.00	00
ICE RINK PAD - MAIN AREA TO INCLUDE CONNECTED BENCH PADS, 4500 PSI CONCRETE, COMPLETE IN-PLACE ICE RINK - RAISED CONCRETE BENCHES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE SEE DETAIL COMPLETE IN-PLACE, SEE DETAIL TOTAL Option No. 1		Option No. 1 (ICE RINK - MAIN)				
ICE RINK - RAISED CONCRETE BENCHES, COMPLETE IN-PLACE, SEE DETAIL ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE, SEE DETAIL TOTAL Option No. 1			2055	SY	\$0.00	00
ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE, SEE DETAIL TOTAL Option No. 1	1-2	ICE RINK - RAISED CONCRETE BENCHES, COMPLETE IN-PLACE, SEE DETAIL	06	H	\$0.00	00
TOTAL Option No. 1	1.3	ICE RINK - CAST IN-PLACE STEPPING STONES, COMPLETE IN-PLACE, SEE DETAIL	30	SY	\$0.00	00
		TOTAL Option No. 1			\$0.00	00

	ATTACHMENT "A1"			7/25/2016
	Big Spring Park Seawall Stabilization Plan			
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	UNIT BID SHEET			
	Option No. 2 (ICE RINK - COLOR CONCRETE)			
2-1	COLORED CONCRETEICE FOR RINK PAD, GREY BANDS WITH BLUE INTERIOR (MOCK-UP SAMPLE SUBMITTED AND APPROVED BY COH PRIOR TO INSTALLATION) (APPROXIMITLY 300 SY, COMPLETE IN-PLACE)	-	SJ	\$0.00
	TOTAL Option No. 2			\$0.00
	Option No. 3 (FREEDOM MONUMENT)			
3-1	DEMOLITION CONCRETE AROUND FREEDOM MONUMENT	-	SI	\$0.00
3-2	CONCRETE SLOPE PAVING AROUND FREEDOM MONUMENT AND RELOCATED FLAG POLE AREA, COMPLETE-IN-PLACE	87	SY	\$0.00
3.3	CONCRETE STEPPING STONES, COMPLETE-IN-PLACE	37	SY	\$0.00
4.	RAISED CONCRETE BENCHES, COMPLETE-IN-PLACE	16	5	\$0.00
3-5	RELOCATION OF EXISTING FLAGPOLE, INCLUDES NEW FOUNDATION, COMPLETE-IN-PLACE	-	rs	\$0.00

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	Big Spring Park Seawall Stabilization Plan				
	Project No. 65-15-DR05				
	UNIT BID SHEET				
	TOTAL Option No. 3			\$0.00	
	Option No. 4 (Crosswalk Thermoplastic)				
4-1	THERMOPLASTIC CROSSWALK MARKINGS, BRICK PATTERN, COMPLETE IN-PLACE	15,000	SF	\$0.00	
	TOTAL Option No. 4			\$0.00	
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANYSIGNATUREDATE				

SPECIFICATION INTERCONNECTED PREFORMED THERMOPLASTIC PAVEMENT MARKING MATERIAL

- 1. USE: A durable, pavement overlay marking material suitable for streetscape and traffic calming purposes on public roads and private properties. The material shall be equally suitable for concrete and asphalt surfaces.
 - 1.1. The material must be a resilient preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements and where the top surface contains anti-skid/anti-slip elements. These anti-skid/anti-slip elements must have a minimum hardness of 8 (Mohs scale) and meet the following gradation:

Size Gradation		Intermix		Drop - On	
US Mesh	μm	Retained, %	Passing, %	Retained, %	Passing, %
10	2000	0 - 10%	90 - 100%		
12	1700	5 - 25%	75 - 95%		
14	1400	15 - 50%	50 - 85%		
16	1180	15 - 50%	50 - 85%	0 - 5%	95 - 100%
18	1000	10 - 30%	70 - 90%	0 - 10%	90 - 100%
20	850	0 - 5%	95 - 100%	5 - 25%	75 - 95%
25	710	0 - 2%	98 - 100%	15 - 50%	50 - 85%
30	600			15 - 50%	50 - 85%
35	500			5 - 25%	75 - 95%
40	425			0 - 10%	90 - 100%

- 1.2. The material must be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.
- 1.3. The material shall be capable of being applied on bituminous and/or portland cement concrete pavements primarily by the use of an infrared heater supplied by the material manufacturer. A handheld propane heat torch supplied by the material manufacturer may be used in isolated areas. The use of a compactor or similar equipment shall not be necessary. The material must be able to be applied to asphalt and concrete surfaces without preheating the application surface to a specific temperature. The material must be capable of being affixed to green concrete (concrete that has set but not appreciably hardened). The material shall not require the portland cement concrete application areas to be cured or dried out.
- 1.4. The material must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. It shall not be necessary to use a grid template or to make pattern grooves or other indentations in the asphalt or concrete surface prior to applying the material. It shall not be necessary to inlay the material in grooves or indentations. It shall not be necessary to heat the pavement or application surface to a specific temperature.
- 1.5. The material is typically supplied in segments measuring 24 in. (61cm) by 24 in. (61cm). The material must be factory assembled and interconnected with a compatible material, so that it is unnecessary to assemble the individual "brick" pieces at the jobsite. Certain 24 in. (61cm) by 24 in. (61cm) material segments may be rotated to create additional pattern options using standard parts.
- 1.6. Interchangeable, patterned borders shall be available in either 8 in. (20cm) or 12 in. (30cm) wide by 24 in. (61cm) long sizes, to allow flexibility in design options using standard parts.
- 1.7. The material must be able to be applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.
- 1.8. The material must be able to be applied to asphalt and concrete surfaces without using a grid template and without forming a pattern in the pavement substrate. Heating indicators must be evenly distributed on the surface of the material in order to ensure correct application.
- 1.9. The material must cover the entire application area and be flush across the surface. Once applied, no part of the pavement surface should be visible in the application area.
- 2. MANUFACTURING CONTROL AND ISO CERTIFICATION: The manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic, and provide proof of current certification.
- 3. MATERIAL: Must be composed of an ester modified rosin impervious to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements. Pigments and anti-skid/anti-slip elements must be uniformly distributed throughout the material. The thermoplastic material conforms to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and potentially being of a color different from white or yellow.

3.1. Pigments:

- 3.1.1. White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.
- 3.1.2. Red, Blue, and Yellow: The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.
- 3.1.3. Other Colors: The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.
- 3.2. <u>Heating indicators:</u> The top surface of the material shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state allowing for satisfactory adhesion and proper embedment of anti-skid/anti-slip elements, and a post-application visual cue that the application procedures have been followed.
- 3.3. Skid Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid material with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.
- 3.4. Slip Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid material with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum static friction of coefficient of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.
- 3.5. Thickness: The material must be supplied at a minimum thickness of 125 mil (3.18mm).
- 3.6. <u>Environmental Resistance</u>: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.
- 3.7. Interconnected: The material must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each material segment, typically 24 in. (61cm) by 24 in. (61cm), must be factory assembled and interconnected with a compatible material so that in the field it is not necessary to assemble the individual pieces within a material segment. Multiple patterned border segment options shall be available in the material in either 8 in. (20cm) or 12 in. (30cm) wide by 24 in. (61cm) long sizes.

4. APPLICATION:

- 4.1. <u>Manufacturer Certified Applicator Requirement:</u> The material shall be supplied and applied only by an applicator certified by the material manufacturer. The applicator shall provide proof of current certification before commencing work. The Certified Applicator shall follow the material manufacturer's current published application procedures.
- 4.2. Asphalt: The material shall be applied primarily by using an infrared heater supplied by the material manufacturer. A handheld propane heat torch supplied by the material manufacturer may be used in isolated areas. The material must be able to be applied at ambient and road temperatures down to 45°F (7.2°C) without any preheating of the pavement to a specific temperature. A sealer specified and supplied by the material manufacturer must be applied to the substrate prior to material application to ensure proper adhesion, and to provide bond reinforcement for larger volumes of material. The sealer must be supplied by the material manufacturer in 300/600ml cartridges along with sealer application supplies. A thermometer shall not be required during the application process. The pavement shall be clean, dry and free of debris. The supplier must provide current application instructions to the Certified Applicator.
- 4.3. Portland Cement Concrete: The same application procedure shall be used as described under Section 4.2.
- 5. PACKAGING: The preformed thermoplastic material shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. The cartons in which packed shall be non-returnable and shall not exceed 25 in. (64cm) in length and 25 in. (64cm) in width. Packages shall be labeled for ease of identification. The weight of the individual carton must not exceed fifty (50) pounds (23kg). A protective film around the box must be applied in order to protect the material from rain or premature aging.
- TECHNICAL SERVICES: The successful bidder shall provide technical services as required.
- 7. **PERFORMANCE:** The preformed thermoplastic pavement overlay marking material shall meet state specifications and be approved for use by the appropriate state agency.

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with Miller & Miller, Inc., in the amount of ONE MILLION ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$1,116,783.00), for Big Spring Park Seawall Stabilization, Base Bid and Option No. 3, Project No. 65-15-DR05, which is being submitted to the City Council of the City of Huntsville for approval on this the 11th day of August, 2016, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

Kathy Martin

Director of City Engineering

City of Huntsville

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Miller & Miller, Inc.

(Company)

BY:

(Authorized Representative)